

Tender Document No : BCPL/C&P/LE16S243AD/10000342
Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES
OF ECU, BCPL-LEPETKATA (ASSAM), INDIA



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprise]

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

TENDER DOCUMENT FOR

**PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF
ECU, BCPL-LEPETKATA (ASSAM), INDIA.**

PRE-BID MEETING : 09.12.2016, at 1500 HRS
**DUE DATE & TIME FOR
BID SUBMISSION** : 30.12.2016 , at 1430 HRS
DUE DATE & TIME FOR BID OPENING : 30.12.2016, at 1500 HRS

PREPARED AND ISSUED BY
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
ADMINISTRATIVE BUILDING, PO: LEPETKATA,
Dibrugarh-786006, Assam
Tele: 0373-2914636/(+91)9435736432

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Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU, BCPL-LEPETKATA (ASSAM), INDIA

REQUEST FOR QUOTATION (RFQ)

Ref No.: **BCPL/C&P/LE16S243AD/10000342**

Date: **01.12.2016**

To,

Sub: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU ON LIMITED TENDER BASIS FROM LICENSER APPROVED VENDORS.

Dear Sir (s),

BCPL here-in-after called OWNER/COMPANY/BCPL invites you to submit bid UNDER DOUBLE BID SYSTEM (TECHNICAL BID & PRICE BID SEPARATELY) for PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU ON LIMITED TENDER BASIS FROM LICENSER APPROVED VENDORS as per technical specification enclosed with tender and as detailed below in complete accordance with enclosed tender documents:

1.0 Salient Features of Tender Document:

- (i) MODE OF TENDERING : Limited International Competitive Bidding
- (ii) BID DOWNLOAD PERIOD : **From 01.12.2016 up to 30.12.2016 till 2-30PM**
- (iii) BID DOCUMENT FEE : **NOT APPLICABLE**
- (iv) EARNEST MONEY : **NOT APPLICABLE**
- (v) DELIVERY SCHEDULE : Please refer Special Conditions of Contract (SCC)
- (vi) DATE AND TIME FOR PRE-BID CONFERENCE : **09.12.2016, At 1500 HRS**
- (vii) VENUE : Chief Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Ph No: +91 373-2914636
- (vii) LAST DATE AND TIME FOR BID SUBMISSION : **30.12.2016 at 1430 HRS**
- (viii) DATE AND TIME FOR OPENING OF UN-PRICED BID (TECHNO-COMMERCIAL) : **30.12.2016, at 1500 HRS**
- (ix) BID EVALUATION CRITERIA (BEC) : Please see **Annexure -I** to IFB
- (x) REJECTION CRITERIA : Please see Special Conditions of Contract (SCC)

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ADDRESS TO WHICH HARD COPY OF BID IS TO BE SENT (BY COURIER/REGD. POST/ETC.)

Chief Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Ph no: +91 373-2914636

EARNEST MONEY DEPOSIT (EMD)/BID BOND/BID SECURITY:

NOT APPLICABLE

DOCUMENTS AGAINST BEC:

The bidder is required to read BEC [Refer Article 1(ix) above and Annexure -I to IFB] carefully and ensures to furnish complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on submitted document(s)/ available document(s) with BCPL shall only be considered for further evaluation.

PRE-BID MEETING:

- a) The Bidder(s) or his official representatives, **who have already submitted bid document fee (NOT REQUIRED)**, are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/fax/ courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-tender) shall only be considered.

Immediately upon receipt of tender information, interested bidder must submit F-1 "Acknowledgement Cum Consent Letter" duly filled-in & signed through e-mail/fax. In case of non participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 "Acknowledgement Cum Consent Letter" attached in the tender failing which BCPL may not issue any tender to such bidder in future.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

Thanking You,
Yours faithfully,
For & on behalf of
Brahmaputra Cracker and Polymer limited



[Arun Jyoti Dutta]
Dy. Manager [C&P]
Ph: +91-0373-2914636
E-mail: ajdutta@bcplindia.co.in

Annexure –I to IFB

BID EVALUATION CRITERIA (BEC)

1.0 BID EVALUATION CRITERIA:

- 1.1** “Bidder must be approved by Ethylene Cracker Unit(ECU) process licensor M/s Lummus Technology Heat Transfer, USA for supply of Radiant Tubes/Radiant Coil for ECU, BCPL”
- 1.2** The bidder should have manufactured and supplied at least Four (04) Nos. Radiant Tubes/ Radiant Coil Assemblies of metallurgy having minimum 25% Chromium and minimum 35% Nickel used for cracking C2+ & Naphtha in furnaces designed by M/s Lummus Technology Heat Transfer, USA with SRT VI Model / any other geometrical configuration of minimum 10 meter leg length in a single order in preceding 7 years prior to the last date of bid submission.
- 2.0** **Documents/Documentary Evidence required** to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 1.1 and 1.2:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
		Technical Experience Criteria – Document [All documents to be submitted must be <u>Self-Certified/Self-attested by Power of Attorney holder with seal of the Bidder</u>]	
1.	1.1	Experience against Status of Bidder	Valid Authorization Letter from Ethylene Cracker Unit (ECU) process licensor M/s Lummus Technology Heat Transfer, USA(Address: CB&I,One CB&I Plaza,2013 Research Forest Drive , The Woodlands, TX 77380)
2.	1.2	Experience against proof of Supply and Completion of order/contract	Bidder must submit legible copy of Purchase Order /Contract along with copy of detailed SOR (Schedule of Rates) and proof of PO/Contract completion [i.e. in support of proof of completion, bidder to submit document in the form of Invoice/proof of payment/inspection note/Completion Certificate /Bill of Lading/AWB etc. clearly having the reference no. of P.O./Contract, Item Description, Quantity , etc issued by purchaser/end user/ owner(or their consultant who has been duly authorized by them to issue such certificate).

Note to above Bidder’s Eligibility Criteria (point no. 1.0):

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

3.0 Loading criteria :

(a) Price Reduction Schedule (PRS) for delayed delivery

- (i) If bidder accepts PRS clause of tender – No Loading

- (ii) If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %
- (iii) Other than above, loading will be done by 5%.

(b) Payment terms for Domestic bidders:

- (i) If bidder accepts payment clause of tender – No Loading
- (ii) 90% through Bank & balance 10% within 30 days – 1%
- (iii) 100% through Bank – 2%

(C) Submission of SD-cum-CPBG:

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

4.0 Methodology for evaluation of Bids:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer combining all items as per SOR and SCC and award shall be done accordingly:

(A) Indigenous/Domestic Bidder: Ex-works price of domestic bidder (with Customs Duty on imported raw materials and components, etc. and applicable terminal excise duty on finished products and Sales Tax/VAT) excluding inland transportation to owner's site after considering cenvat credit benefit, if any as under:

1. Ex-works price quoted by the bidder (with Customs Duty on imported raw materials and components, etc.).
2. Packing & Forwarding (if any)
3. Excise Duty, Educational cess (if any)
4. VAT/CST
5. Less Cenvat benefit on Excise Duty
6. Less VAT input credit (Applicable only for the parties supplying from Assam.)
7. Any other charges/taxes/duties mentioned by the bidder in price schedule format. (if any)

- To enable the owner to avail Cenvat Credit & VAT input credit, the supplier shall furnish to owner all certificates and documents including Cenvatable invoice and Vatable Invoice as may be required by the owner to avail the CENVAT credit & VAT input credit with respect to Excise Duty and VAT as mentioned by the bidder in their bids.
- Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.
- In case of statutory changes, the rate of ED & Cess, CST/VAT & Service Tax, considered for evaluation shall be prevailing rate as on final date of Unpriced Bid opening.

(B) Foreign Bidders: CIF landed price of foreign bidder which includes (CFR price, Marine Insurance, Landing charges Plus applicable customs duty) excluding inland transportation to owner's site after considering cenvat credit benefit, if any as under:

1. CFR price quoted by bidder including Marine freight (i.e. freight from Port of Exit to Port of Entry at Kolkata) [Both FOB & CFR prices to be indicated by the bidder separately in the price schedule].

2. Marine Insurance @ 1% of FOB price.
3. Landing charges @1% of CIF Kolkata price
4. Basic Customs Duty and Educational cess (if any)
5. CVD and Educational cess (if any)
6. Any other special additional import duty (if any).
7. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
8. Less Cenvat benefit on CVD etc.

For the purpose of evaluation, the prevailing rates of taxes and duties (including Customs duty and other import duties) as applicable on date of final submission of technical bid (Part-I) shall be considered. However, order shall be issued based on the prevailing rates of taxes and duties as applicable as on date of issuance of order.

- (C) The evaluated price of all the domestic bidders and foreign bidders as above shall be compared together to arrive at the lowest offer as per given below:

i. WHERE INDIGENOUS & FOREIGN BIDS EXIST:

The comparison between indigenous & foreign offers shall be done as enumerated at (A) & (B) above. If lowest bidder happens to be Indian Bidder, all the Indian bidder(s) price will be evaluated as per (iii) below and final L-1 bidder will be considered for award.

ii. WHERE ONLY FOREIGN BIDS EXIST:

The comparison shall be done based on CFR rate quoted by bidders.

iii. WHERE ONLY INDIGENOUS BIDS EXIST:

F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any).

Note:

1. The foreign bidders are required to quote FOB and CFR prices strictly as per the price schedule of tender document. Please ensure that your CFR rates includes 14-21 days of free detention at destination port at Kolkata. However, BCPL may finalize the order on FOB or CFR basis, at the sole discretion of BCPL. In order to obtain clearance from the Ministry of Surface Transport, Govt. of India to convert the order from FOB to CFR basis (if required), the foreign bidders are required to keep the CFR prices valid for 45 days beyond the date of Order.
2. Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India on the working day prior to Priced Bid Opening for the purpose of evaluation of prices.

❖ Tender hosted on website for information to the Licensor's approved vendors only.

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SECTION - II

INSTRUCTIONS TO BIDDERS

Tender Document No : BCPL/C&P/LE16S243AD/10000342
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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

Annexure-I

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 If not covered in BEC, the bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on holiday by BCPL or black listed by any PMCs of BCPL/Government Department/ Public Sector including BCPL.

3. ONE BID PER BIDDER:

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

4. BID EVALUATION CRITERIA:

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

5. **COST OF BIDDING:**

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

B. BIDDING DOCUMENTS

6. **Content of Bidding Documents:**

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

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

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

7. **CLARIFICATION OF BIDDING DOCUMENTS:**

7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than the date of Pre-Bid meeting/10 days prior to the deadline (in exceptional case) for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

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

8. **AMENDMENT OF BIDDING DOCUMENTS:**

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

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

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID:

- 9.1 The bid prepared by the bidder as well as all correspondence /drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BIDS:

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee (Not applicable in this Tender)
- (C) Original EMD / Bid Security (Not applicable in this Tender)
- (D) Documents against BEC (Refer Appendix -1 to IFB)
- (E) Power of attorney (as per clause no.-2.1, Annexure-II, ITB)
- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F 12 A/B)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3, F4, F5, F6(A&B), F7, F8, F10(A&B), F11, F12(A&B), F13, F14, F16 of Section-V of Tender Document)
- (H) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) duly signed and stamped towards proof of submission of prices as per price schedule in "Price Bid (Part-II)" of Bid.
- (I) Technical specification sheet duly filled all desired information & signed
- (J) All technical and commercial details other than the rate/price
- (K) Complete Tender Document signed
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued

PART-II: PRICE BID [PRICE SCHEDULE]

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

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

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

If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be

availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

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

11. BID FORM & PRICE SCHEDULE:

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

12. BID PRICES:

12.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.2 **Indian Bidders** shall indicate the following separately (as per Price Schedule, Part-II)

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

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

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

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

12.4 The bidder’s break-up of price components in accordance with above sub-clauses will be solely for facilitating the comparison of bids and will not in any way, limit the PURCHASER’s right to contract on different terms. In the event of foreign bidder emerging as successful bidder, **the Order may be placed on FOB basis. However, Purchaser reserves the right to convert the Purchase Order from**

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FOB basis to CFR basis within 45 days from the date of release of Purchase Order. Bidder is, therefore, required to keep CFR basis prices valid for 45 days beyond the date of Purchase Order.

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

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

13. BID CURRENCIES:

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

13.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.

13.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

13.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per IFB)

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

- 14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.
- In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor /contractor without any prejudice to the rights available to BCPL under the contract such as forfeiture of CPBG/security Deposit, withholding of payment etc.
- In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor.
- Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.
- 15. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**
- 15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the Contract.
- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:
- a) Detailed description of the essential technical and performance characteristics of the goods;
 - b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.
- 15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.
- 16. PERIOD OF VALIDITY OF BIDS:**
- 16.1 The bid shall remain valid for acceptance for Four **(4) months** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.
- 17. EMD / BID SECURITY (TO BE ENCLOSED ALONG WITH THE UN-PRICED BID)**
- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids. **Not applicable in this Tender**
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Limited, payable at Dibrugarh (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.

- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.

- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-39 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-40.

- 17.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-39 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-40.0
 - iii) to accept correction of errors pursuant to ITB Clause-29.0
- c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- d) If bidder is involved in fraudulent practice, submitted forged document or falls/wrong & incorrect information in the tender.

- 17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the Subject of Tender** for which the bidder is quoting. This is essential to have proper co-relations' at a later date. The Bid Security in the form of Bank Guarantee shall be in strictly the format provided in the Bidding Document, failing which bid shall be rejected at any stage.

- 17.9 For Domestic Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items up to the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

18. PRE-BID MEETING:

Tender Document No : BCPL/C&P/LE16S243AD/10000342
Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU, BCPL-LEPETKATA (ASSAM), INDIA

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam)** India on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

19. AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE:

- 19.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.
- 19.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/ Representative / Retainer /Associate.

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

- 19.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid

opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to BCPL in advanced for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

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

21. DEADLINE FOR SUBMISSION OF BID:

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

22. MODIFICATION AND WITHDRAWAL OF BIDS:

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

F. OPENING AND EVALUATION OF BIDS

23. BID OPENING:

23.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

24. PROCESS TO BE CONFIDENTIAL:

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

25. CONTACTING THE PURCHASER

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

26. PRELIMINARY EXAMINATION OF BIDS:

26.1 Techno-Commercial Bid Evaluation

26.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

26.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

26.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids do not contain any exception to the conditions and stipulations of

the Bidding Documents shall be opened.

26.1.4 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

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

27. PRICED BID OPENING:

27.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

27.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.

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

28. ARITHMETIC CORRECTIONS:

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

28.1 In case of any discrepancy between prices in words and prices in figures, the rate corresponds to the amount worked out by the bidder (by multiplying the quantity and rate) shall be taken as correct and shall be valid and binding.

28.1 When the unit rate quoted by the bidder in figures and words tallies but the amount is incorrect, the unit price alone shall be considered valid and binding on the Bidder.

28.2 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purpose.

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

29. CONVERSION TO SINGLE CURRENCY:

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

30. EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

32. **Purchase Preference:**

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

F. AWARD OF CONTRACT

33. POST QUALIFICATION:

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

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

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

34. AWARD CRITERIA:

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

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

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

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

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

37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

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

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

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

38. ACCEPTANCE OF PURCHASE ORDER:

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

39. PERFORMANCE GUARANTEE:

- 39.1 Within 15 days of the receipt of the notification of award / Fax of Intent/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.
- 39.2 The performance guarantee shall be for an amount indicated in “Technical Specifications & Scope of Work” of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).
- 39.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

40. INCOME TAX LIABILITY:

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

“As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement”.

41. PERFORMANCE RATING & EVALUATION:

In case of successful bidder, performance of bidder/supplier shall be evaluated with respect to reliability on performance (viz., acceptance of PO, submission of PBG, test certificate, other documents required, attending complaints/ after sales/ services/ response to purchaser’s correspondence etc.) within specified time limit, delivery/completion performance and quality performance (viz., rejection/defects/quantity failed/ deviation to specifications/scope of supply/work etc.).

Based on evaluated index of supplier, BCPL may decide whether the supplier is to be considered for future tendering/blacklisting/holiday etc.

Detailed guidelines in this matter are available with purchase officer. If required, bidder(s) may obtain the same against written request.

42. CORRUPT OR FRAUDULENT PRACTICES:

42.1 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 BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) 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 BCPL 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/misappropriation 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.

43. 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.

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMACE		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

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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
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

44. Tender hoisted on website for information to the Licensor's approved vendors only.

43. Vendors must dispatch/transport the contracted material/ supplies only through registered common carriers

44. Following Statutory documents must also be submitted (in case order is awarded):

- **NO PE Certificate**
- **PAN of the supplier**
- **Tax Residency Certificate (TRC)**
- **FORM 10F.**

44. Bidders if so desires, may seek in writing the reasons for rejection of bids, to which BCPL shall respond quickly.

SECTION- III

GENERAL CONDITIONS OF CONTRACT-GOODS (GCC-GOODS)

(ENCLOSED AS A SEPARATE FILE)

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FORMS & FORMATS

Section IV

SN.	FORM NO.	DESCRIPTION
1.	F-1	ACKNOWLEDGEMENT CUM CONSENT LETTER
2.	F-2	BIDDER'S GENERAL INFORMATION
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING
4.	F-4	BID FORM
5.	F-5	CHECK LIST
6.	F-6[A]	LETTER OF AUTHORITY
7.	F-6[B]	POWER OF ATTORNEY
8.	F-7	NO DEVIATION CONFIRMATION
9.	F-8	CERTIFICATE
10.	F-10(A)	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT[EMD]/ BID SECURITY
11.		INSTRUCTIONS FOR FURNISHING BID- GUARANTEE BANK GUARANTEE
12.	F-10(B)	FORMAT FOR LETTER OF CREDIT/BID SECURITY/EMD
13.	F-11	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE
14.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE
15.	F-12(A)	AGREED TERMS AND CONDITIONS (FOR INDIAN BIDDER BIDDERS)
16.	F-12(B)	AGREED TERMS AND CONDITIONS (FOR FOREIGN BIDDER BIDDERS)
17.	F-13	DISCLAIMER
18.	F-14	ENTERPRISE'S INFORMATION WITH RESPECT TO THE MSMED-APPLICABLE FOR INDIAN BIDDERS
19.	F-15	CERTIFICATE OF NON-INVOLVEMENT OF AGENT

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

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ACKNOWLEDGEMENT CUM CONSENT LETTER

F-1

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

To,

Chief Manager (C&P)

Administrative Building

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914636

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU –BCPL.**

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

Dear Sir,

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

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

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

(i) Postal Address :.....

.....

.....

.....

(ii) Telephone Number :.....

(iii) Fax Number :.....

(iv) Contact Person :.....

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

(vi) Website :.....

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B) DETAILS OF CONTACT PERSON:

(i) Postal Address :.....

.....

.....

.....

(ii) Telephone Number :.....

(iii) Fax Number :.....

(iv) Contact Person :.....

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

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

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

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

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

Tender Document No : BCPL/C&P/LE16S243AD/10000342
Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU, BCPL-LEPETKATA (ASSAM), INDIA

BIDDER'S GENERAL INFORMATION

F-2

Chief Manager (C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU –BCPL.**

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

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

Tender Document No : BCPL/C&P/LE16S243AD/10000342
Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU, BCPL-LEPETKATA (ASSAM), INDIA

Indicate shipping detail(s) i.e. weight (net and gross) & volume of the consignment:

Item No.	Description	Qty. (Nos.)	Gross Volume (Cu M) (Mtr x Mtr x Mtr)	Gross Weight (KG)
1	SUBJECT: SUPPLY OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU			
2	Nature of Material	Hazardous /Non-Hazardous		
3	Stackable/Non-stackable			
4	LCL/FCL/Brek-Bulk shipment			

Preferred Mode of Shipment : Air/Sea

(SIGNATURE OF BIDDER WITH SEAL)

Tender Document No : BCPL/C&P/LE16S243AD/10000342
Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU, BCPL-LEPETKATA (ASSAM), INDIA

BIDDER'S QUERIES FOR PRE BID MEETING

F-3

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

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU -BCPL

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

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

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

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA**

BID FORM

F-4

To,

Chief Manager (C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA
CRACKER FURNACES OF ECU-BCPL**

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

CHECK LIST OF DOCUMENTS

F-5

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

Dear Sir,

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

- | | | |
|-----|---|-----------|
| 1) | EMD Details: DD [] BG [] LC [] | |
| | No... Date..... Amount- Rs..... Validity..... | |
| 2) | Whether bidder has submitted scanned documents of all relevant documents in support of BEC (Bid Evaluation Criteria). | [Page-] |
| 3) | Whether EMD/bid Security of requisite amount has been submitted to BCPL, Lepetkata alongwith un-price bid. | |
| | [YES/NO] | |
| 4) | If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed. | [Page-] |
| 5) | Blank Price Schedule (i.e. without mentioning prices, only Mentioning Quoted/Not Quoted) duly signed submitted along with “UN-PRICED BID” | [Page-] |
| 6) | No Deviation Certificate | [Page-] |
| 7) | Power of Attorney of the signatory to the Bidding Document | [Page-] |
| 8) | Duly filled-in and signed Agreed Terms and Conditions | [Page-] |
| 9) | Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. | [Page-] |
| 10) | Confirm bid is submitted Under Two Bid System | [YES/NO] |
| 11) | Bidder has signed and stamped the complete Tender document | [YES/NO] |
| 12) | Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit. | [YES/NO] |
| 13) | Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document | |

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

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

ii) ----- [Page-]

iii) ----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

LETTER OF AUTHORITY

F-6

[A]

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

Bidder Ref:

Date:

Tender No. : (BCPL/C&P/LE16S243AD/10000342)

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

Dear Sir,

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

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

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

Yours faithfully,

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

F-6[B]

POWER OF ATTORNEY

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

To,

Chief Manager (C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

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

(Name of person)

E-mail id:

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

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NO DEVIATION CONFIRMATION

Bidder Ref:

Date:

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU .**

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

Tender For :

To,

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

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

F-8

CERTIFICATE

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

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU .**

TENDER NO.: BCPL/C&P/LE16S243AD/10000342

Dear Sir,

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

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

Seal and Signature of Bidder

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

F-10(A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID

SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

Dear Sir(s),

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

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

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

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

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

whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

F-10(B)

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

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

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

Amount : Rs./US\$

Validity of this Irrevocable :(in India)

Letter of Credit (2 months beyond validity of offer)

Dear Sir,

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

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

FOR.....

Authorised Signature
(Original Bank)
Counter Signature

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

F-11

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.:.....

Date:.....

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA/FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise) having Registered Office at Hotel Brahmaputra Ashok, M.G. Road;Guwahati-781001,Assam (herein after called the “BCPL” which expression shall wherever the context so require includes is successors and assignees).

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

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

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

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as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s._____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

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7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the

Bank

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INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

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

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F-12 (A)

AGREED TERMS AND CONDITIONS-INDIAN BIDDER

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0 EMD/Bid Security Details		
2.1	EMD Amount	NOT APPLICABLE
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0 BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]		
3.1	List of Documents submitted against Technical Criteria	
4.0 SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS		
4.1	Original Power of Attorney [in format F6(b)]	
4.2	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
5.0 ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]		
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	NOT APPLICABLE
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the format as provided in tender document and with all break-up as asked therein.	
5.5	Transportation Charges up to BCPL Lepetkata have been clearly indicated against each item in "Price Bid"	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)(10% of Order Value as per ITB)	
5.10	Accepted Guarantee/warrantee as per Tender Document & its Corrigendum (if any)	

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

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

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

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

7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges except transit insurance.	
7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality.	

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7.6	Indicate dispatch point	
7.7	Furnish the currency of quote	
7.8	Indicate item wise present rate of excise duty applicable extra on finished products and confirm the same is excluded from quoted basic price and mentioned separately. Statutory variation in Excise Duty on finished products shall be to Owner's account within contractual delivery period. If there is any variation in Excise duty at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder. If Excise Duty is presently not applicable confirm the same will be borne by you in case it becomes leviable later. In case (c) or (d) is not acceptable, confirm maximum rate of Excise Duty chargeable. Confirm submission of CENVAT invoice to enable BCPL to avail maximum cenvat benefit.	(a)..... (b)..... (c)..... (d)..... (e)..... (f).....
7.9	Indicate item wise rate of Sales Tax/VAT on finished products : CST with 'C' form. Local Sales Tax/VAT (in case supplies are made within originating state) with Concessional form. If there is any variation in CST/Vat at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder.	(i)..... (ii)..... (iii).....
7.10	Taxes & duties shall be payable at rates as applicable at the time of supply or within contractual delivery date, whichever is earlier. Any reduction in taxes and duties at the time of supply after contractual delivery date shall be passed on to the Owner and any increase shall be borne by bidder. Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	(i)..... (ii).....
7.11	Confirm transit insurance is excluded from the quoted prices.	
7.12	Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. Inspection shall be carried out by Owner/Third Party as envisaged the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	(i)..... (ii).....

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7.13	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
7.14	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.15	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.16	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same noticed/found in future, the Bid submitted may be rejected / terminated at any stage.	
7.17	Confirm that the contents of the Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.18	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7.19	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

8.0 PACKING DETAILS AND RELATED INFORMATION:

8.1	Material safety Data sheet (MSDS) /Technical Write-Up has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	Not applicable in this case

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8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	Not applicable in this case
9.0 SELLER'S OFFER REF NO. & DATE		
9.1	e-Mail ID & Contact information of person	

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F-12 (B)

AGREED TERMS AND CONDITIONS-FOREIGN BIDDER

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0 EMD/Bid Security Details		
2.1	EMD Amount	Not Applicable
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0 BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]		
3.1	List of Documents submitted against Technical Criteria	
4.0 SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS		
4.1	Original Power of Attorney [in format F6(b)]	
4.2	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
5.0 ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]		
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	Not Applicable
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, its corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the form as provided in tender document and with all break-up as asked therein.	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any) (10% of order value as per ITB)	
5.10	Accepted Guarantee/warranty as per Tender Document & its Corrigendum (if any)	
5.11	Accepted Payment Terms as per Tender Document &	

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	its Corrigendum (if any)	Accepted “100% against irrevocable & unconfirmed letter of credit ” []
5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
6.0 SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:		
6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of Tender Information.(Acknowledgment cum Consent letter)	
6.3	Form F2 duly filled(Bidder General Information)	
6.4	Submitted form F3 before pre-bid meeting (Pre-bid query)	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F-10(A) duly filled	
6.12	Submitted form F-10(B) duly filled	
6.13	Submitted form F12(A) duly filled	
6.14	Submitted form F12(B) duly filled	
6.15	Submitted form F14 duly filled	
6.16	Submitted form F15 duly filled	
6.17	Any other Forms/formats duly filled-up in all respects	
6.18	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in relevant boxes)	
6.19	Complete Tender Document along-with its Corrigendum/Amendment etc.,	
7.0 ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:		
7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Bidder confirms that bidder have quoted both ‘FOB’ and ‘ CFR Kolkata’ prices strictly as per Price Schedule format of tender. Please ensure that your CFR rates includes 21 days of free detention at destination port at Kolkata BCPL has the option to place order either on FOB or CFR basis at it’s sole discretion. Further, BCPL also	

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	reserves the right to amend the order issued initially on ' FOB ' basis to ' CFR Kolkata basis (as quoted). However, such amendment shall be issued within 45 days from the date of award of FOA/Order.	
7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality.	
7.6	Furnish the currency of quote	
7.7	Country of Origin of GOODS offered.	
7.8	Indicate Seaport of Export	
7.9	Indicate Nearest Air Port of Export	
7.10	Please indicate the name and address of your Bankers: SWIFT: Account No: IBAN Code:	
7.11	All Bank Charges and Stamp Duties payable outside India connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.	
7.12	Confirm that all charges/handling charges/taxes and duties (if any) upto FOB port of exit are included in the FOB price quoted by the Seller.	
7.13	I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. II) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	I) II) Not Applicable
7.14	Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, please provide the details of the same as per enclosed format.	
7.16	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.17	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such	

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	bidder(s) for further evaluation.	
7.18	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
7.19	Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.20	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7. 21	Confirm that, in case of contradiction between the confirmations provided in this format and terms conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

8.0 PACKING DETAILS AND RELATED INFORMATION:

8.1	Material safety Data sheet (MSDS) / Technical Write-up has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	Not Applicable
8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	Not Applicable

9.0 SELLER'S OFFER REF NO. & DATE

9.1	e-Mail ID & Contact information of person	
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DISCLAIMER

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

Chief Manager (C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

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

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

(SEAL AND SIGNATURE OF BIDDER)

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**Enterprise's Information with respect to the
Micro, Small and Medium Enterprises Development Act, 2012**

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

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

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

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

Classification of enterprises engaged in:

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

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

- Providing or rendering services

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

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

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

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

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

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

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

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

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

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

(SIGNATURE & STAMP OF THE BIDDER)

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006,. Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____(whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs) .

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on Statutory Auditors / CA’s letter head, filled, signed and stamped 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.

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CERTIFICATE OF NON-INVOLVEMENT OF AGENT

Bidder Ref:

Date:

To,

Chief Manager (C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

**SUBJECT: PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU.**

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Dear Sir,

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

SIGNATURE AND SEAL OF BIDDER

Notes:

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

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**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

SPECIAL CONDITIONS OF CONTRACT (SCC)

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**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

SPECIAL CONDITIONS OF CONTRACT

1.0 General

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, specifications/data sheet/drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.

- 1.2 Other terms and condition will be applicable as specified elsewhere as “**General Conditions of Contract**” in the tender document.

2.0 The Special Conditions of Contract contains following document(s):

- i) Annexure-1 : Drawings (Page No. 1 to 4)
- ii) Annexure-2 : Inspection attributes list & inspection & test plan enclosed(Enclosed in 3 parts)
- iii) Annexure-3 : Technical Specification & detail scope of supply
- iv) Annexure-4 : Vendor Data Requirement
- v) Annexure-5 : Technical Check-List

Note: Delivery period, Guarantee clause, payment terms etc. shall be applicable as mentioned in the Annexure ‘3’.

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**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

Annexure-1

Drawings [Attached Separately]

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**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

Annexure-2

**Inspection attributes list & inspection & test plan
[Attached Separately]**

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Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

Annexure-3

TECHNICAL SPECIFICATION & DETAIL SCOPE OF SUPPLY

TECHNICAL SPECIFICATION & DETAIL SCOPE OF SUPPLY FOR SUPPLY OF 07 NOS. RADIANT TUBES (SIZE 1.5” IN FULL VERTICAL LENGTH, JOINT NO-CB TO CC)

1. INTRODUCTION:

- 1.1 Brahmaputra Cracker & Polymers Limited, Lepetkata, ASSAM (INDIA) is operating **04 nos. of SRT VI Naphtha Cracker Furnaces having a capacity of 220 KTA ethylene & 60 KTA Propylene productions** at ETHYLENE CRACKER PLANT.
- 1.2 This Specification along with Material Requisition and its attachments as listed, outlined the minimum requirement for preparation of fabrication drawing, procurement of material, manufacture / fabrication, assembly, inspection & testing at shop, supply transportation from shop to site of Radiant Tube for Naphtha Cracker Furnaces of Ethylene cracking unit of Brahmaputra Petrochemical Complex, Assam.
- 1.3 These Naphtha Cracker furnaces are designed and licensed by M/s Lummus Technology Heat Transfer (LHT).

2. BRIEF SCOPE OF SUPPLY:

- 2.1 BCPL, Lepetkata intends to procure **07 Nos.** of SRT VI Radiant Tubes (Size 1.5” In Full Vertical Length, Joint No-CB to CC (Approx. Length 12.1 meter) as per Annexure-1.
- 2.2 Vendor’s scope of supply under this requisition shall include all material required for completion of work for Radiant tubes as per M/s LHT drawing (The drawings and specification issued along with this requisition are for quotation purpose only).
- 2.3 Brief Scope of supply shall include design, manufacturing, third party inspection and supply of 07 Nos. Radiant Tubes (Size 1.5” In Full Vertical Length, Joint No-CB to CC of attached drawings) for Naphtha Cracker Furnaces, BCPL, Lepetkata, ASSAM (INDIA).

Sr	Description	Qty.	REMARKS
1	Design, manufacturing, testing, third party inspection, packing and supply of 07 Nos. Radiant Tubes (Item No. 120001 & 120002 of drawing no. BE62559DWG1200) for Naphtha Cracker Furnaces designed by M/s Lummus Technology Heat Transfer (LUMMUS). The scope of supply of tubes shall be as per Annexure-1. The scope of supply of above 07 Nos. also includes the supply of Enough quantity of welding consumables (for 14 nos. field joint) for welding 07 Nos. new Radiant tube with old Radiant tube assemblies along with required test pieces.	07 Nos.	Drawings as per Annexure-1 is enclosed for reference, dimensional & material Specification details.

- 2.4 The bidder must be an approved vendor of M/s Lummus Technology Heat Transfer, USA for RADIANT COIL ASSEMBLIES for cracking pyrolysis furnaces.

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Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

- 2.5 There is no free issue material from Owner and Vendor's scope shall include all the material as indicated on Drawing **Annexure-1**.
- 2.6 The material of construction of the different components as depicted in Drawing **Annexure-1**.
- 2.7 The metallurgy of tubes of Radiant coils shall be in accordance with details mentioned in **Annexure-1**.
- 2.8 The tubes shall be manufactured, assembled, inspected/ tested & supplied in accordance with the enclosed Drawing (**Annexure-1**) and **Annexure-2**.
- 2.9 All the welding planned to be done by Purchaser as "field weld" is defined in these requisition drawings. All other welding connecting various parts to be performed by vendor as the same is in vendor's scope of work/supply.
- 2.10 Radiant tubes shall be supplied only from the Plant approved by Owner and where the enquiry has been sent.
- 2.11 The sequence of manufacturing including inspection, testing etc. shall be as per Inspection Test Plan (Annexure-2) recommended inspection attribute list enclosed as **Annexure-2**.
- 2.12 Except for chemical composition, the tube of the radiant coil assemblies shall comply the requirements of ASTM A608 & fittings will comply with requirements of ASTM A 351.
- 2.13 Bidder shall submit the documents as mentioned in VDR (Vendor data requirement- **Annexure-4** including drawings, QAP etc.) for review/approval from BCPL, before start of the job. Normally, approval / comments of BCPL shall be forwarded to vendor within two weeks upon receipt of drawings/documents etc. The delivery period should be inclusive of such time/durations.

3 DETAILS OF RADIANT TUBES :

- 3.1 Dimensional details, of the RADIANT TUBES shall be in accordance with enclosed drawings **Annexure-1** for installed Radiant coil assemblies.
- 3.2 The material of Construction of the Radiant tube as mentioned in Drawing Annexure-1 will be as furnished here-under:

Item No.	Dimension (in mm unless otherwise specified)			Material	Remarks
	ID (mm)	OD (mm)	Length		
1	ø 38	50.8	9290±8	Alloy 25 Cr-35 Ni+Nb Micro alloyed Cost tube	Tubes Construction: Size 1.5" in full vertical length from joint No: CB to CC (Approx. length 12.1 meter)
2	ø 38	50.8	2800±2	Alloy 35 Cr-45 Ni+Nb Micro alloyed Cost tube	

- 3.3 07 nos. of Radiant tubes (Size 1.5" in full vertical length i.e. we intent to replace the complete tube from joint No: CB to CC. The bidder shall submit the welding procedure specification (WPS) for the same.

4 METALLURGY OF REQUIRED RADIANT TUBES:

- 4.1 The inlet of the radiant tube of Drawing Annexure-1 will be of the Material with Niobium & Micro alloying elements having composition as furnished below:

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4.2 Material:

HP MODIFIED with NIOBIUM & MICRO ALLOYING ELEMENTS (HP Micro) having composition as furnished in **Annexure-1**.

5 Applicable Codes and Standard

5.1 Lummus Technology specification Doc No.: BA62559SPC1200 for Centrifugally Cast Tubes for Radiant Coils in Naphtha Cracking Furnaces & Codes and Standards Refereed Therein.

5.2 Above are annexed as Annexure-2.

6 INSPECTION & TESTING:

6.1 All items under scope of supply shall be subject to stage wise inspection by BCPL authorized representative (if required) and Third Party Inspection (under bidder's scope) by Third party's inspector. Bidder may also suggest reputed third party inspection agency at the time of pre-bid meeting/ un-priced bid and BCPL shall check the credential of the same and may approve for the Third party Inspection before award.

6.2 Each Tube shall be air tested to 1.5 Kg/cm² (g). Test pressure shall be maintained for a period of 5 minutes while submerged in potable water containing not more than 25ppm of water. Any leakage shall be cause of rejection. All water shall be immediately drained after testing is over. No repairs are allowed. Test and inspection plan and testing procures (including Hydro test procure) shall also be submitted.

6.3 After matching of the bore of tubes, but before the tubes are welded together, a liquid penetration test shall be carried out of the inner surface up to twice the nominal diameter of the tube from the end of the tube.

6.4 BCPL at its discretion may carry out stage wise/final inspection without hampering progress of work over and above approved third party inspection. The bidder is to provide with all reasonable & necessary facilities at their works to Purchaser's Inspecting Engineer (s)/designated representative (if required) and Third party Inspector to satisfy them that the assemblies are manufactured and tested in accordance with specifications of M/S Lummus Technology Heat Transfer.

6.5 The scope of supply shall be inclusive of all charges related to above.

6.6 The material supplied by the bidder from their own manufacturing plant shall be preferred; however, material supplied from their subsidiary /joint venture/ group company shall also be acceptable subject to quality control supervision being directly under bidder's control.

7 GUARANTEE:

7.1 Vender shall guarantee all material supplied by him are new and of finest quality according to the specification and are free from defects, faults and deficiency in design (as applicable) material and / or workmanship. The vendor shall stand guarantee against "any defect due to material, manufacturing and fabrication/poor workmanship" for a minimum period of **24** (Twenty Four) months from the date of commissioning or **30** (Thirty) months from the date of supply whichever is earlier. The vendor shall repair or replace free of cost without any delay such defective parts found during the gurantee period. This guarantee shall also include sub-ordered / bought out itams forming total supply. The extent of Vendor liability shall be as per GPC.

7.2 The bidder shall stand guarantee for thermal & structural stability, creep resistance of the coil in the operating condition of the furnace in line with specifications of M/s Lummus Technology Heat Transfer.

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7.3 The bidder shall stand guarantee against dimensional requirements for one to one replacement of old Tube without altering the existing supporting system of the radiant tube.

7.4 The Bidder shall stand guarantee for welding compatibility of the new Tubes with the Old Radiant Tube of M/S Manoir Industries, France.

8 GENERAL REQUIREMENTS:

8.1 For successful bidder any deviation at the execution stage, which becomes unavoidable, shall be submitted for Owner approval and bidder shall not proceed with such deviation till acceptance of deviation by Owner. Time taken/delay, if any, in processing of the deviation permit or its rejection shall be solely to Vendor's account.

8.2 In order to conflict, the following order of precedence shall generally govern:

- a) Licensor's documents
- b) Technical specifications.

In the event of conflict, Clint's decision shall be final and binding. It is contractor's responsibility to resolve all conflicts with Clint prior to taking up the job. However, as a rule most stringent requirement shall govern.

9 SUBMISSION OF DOCUMENTS:

9.1 Bidder must fill-up and submit the documents/information as required in Vendor Data requirement & Technical Check-List enclosed, failing which their offer may not be considered for further evaluation.

10 PACKING

10.1 All materials shall be supplied with proper wrapping & packing, so that they shall be preserved in as new condition during transportation, handling and outside condition of storage at site. Complete "Preservation Specification" shall be supplied by the bidder along with the tubes.

10.2 The packing shall be sea-worthy and openable for dockside inspection.

10.3 All welding consumables, mandatory Spares, test pieces for welding procedure qualification shall be packed separately.

11 DELIVERY PERIOD

The material shall be delivered as per schedule given below.

For Domestic Bidders: Within 04 Months from the Date of FOA/LOI (On FOT Dispatch point Basis)

For Foreign Bidders: Within 04 Months from the Date of FOA/LOI (On FOB Port of exist Basis)

Offered Delivery period by the bidder longer than the delivery period specified above or offered delivery period by the bidder with any stipulated shall render the offer liable for rejection.

In case order is awarded on "FOB" basis date of bill of lading shall be considered as date of delivery. However, in case order is awarded on "FOB" basis, where in the sea shipment is arranged by BCPL Nominated freight forwarder and there is inordinate delays attributable to freight forwarder mainly due to non availability of designated ship/vessel or delay in preparation of BOL etc, the date of intimation of readiness of the material for dispatch by the SELLER to BCPL /their nominated freight forwarder shall be reckoned as date of delivery, for the purpose of calculation of PRS.

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Annexure-4

VENDOR DATA REQUIREMENT

S. No.	Drawings/Data Required	No. of Prints with proposal	After Placement of Order			Remarks
			No. of Prints (for Review / records)	For Dossier		
				No. of Reproducible/ Transparencies	No. of Prints	
A	Manufacturing schedule		Soft copy			
B	Drawings / Data as per spec. Doc No.: BA62559SPC1200	4	Soft copy		Soft copy	
C	Complete parts list		Soft copy	Soft copy	Soft copy	
D	Manufacture’s product catalogues	4			Soft copy	
E	Complete chemical composition of Coil materials	4	Soft copy		Soft copy	
F	Past supply references	4			Soft copy	
G	Guaranteed creep-rupture, tensile & other properties of all materials(*)	4	Soft copy	Soft copy	Soft copy	
H	Description of equipment & methods to be used for weighing coil assembly and estimated weights		Soft copy		Soft copy	
I	Record of coil assembly weights (actual – as weighed)		Soft copy		Soft copy	
J	Welding procedure specifications (WPS’s) for shop and field welds		Soft copy	Soft copy	Soft copy	
K	Procedure qualifications records (PQR’s) for shop welds and field welds					
L	Quality assurance plan for shop and site		Soft copy	Soft copy	Soft copy	
M	Mill test reports and Material test certificates		Soft copy		Soft copy	
N	Certified log of shop tests & curves (**)		Soft copy		Soft copy	
O	Manufacturer’s data report		Soft copy		Soft copy	
P	Shipping & packing procedure along with preservation specifications		Soft copy		Soft copy	
Q	Certified dimensional outline drawings		Soft copy	Soft copy	Soft copy	
R	Third party inspection reports			Soft copy	Soft copy	
S	Record of Radiant Tube weight (Actual as weighted)					
Notes :						
Legend :						
(*) Guaranteed creep-rupture for 100,000 hours						
(**) Includes pressure tests of assemblies / components						

- 1) Fold all prints to 216mm x 279mm size and roll transparencies.
- 2) Vendor to forward all transparencies and printed matter to BCPL LEPETKATA.

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- 3) Vendor shall submit soft copies of dossiers (data folders).
- 4) Complete list of drawings / documents shall be thoroughly checked and dully signed and stamped by vendor must be submitted within 15 days after award of job.
- 5) All drawings and data shall bear the Purchaser's job number, PR no. Clint's name, location, item number and service.
- 6) Reproducible shall be on film quality transparent paper of best quality, print from these should be perfect and clear. It is required that original tracings (in good condition) be handed over as one of the transparencies.
- 7) All the information/documents of Data- folders shall also be submitted in 2 copies in electronic form through CDs, including AS-BUILT Drawings.
- 8) All documents in Data-folders shall contain "CERTIFIED AS-BUILT" information.
- 9) All drawings shall be made to scale on AUTOCAD version 14.0 or higher and all other documents shall be on MS-WORD.
- 10) Each drawings must be identified by printing clearly (in "English") in the title Block, the following:

CLIENT : BCPL

PROJECT : 07 NOS. RADIANT TUBES FOR ETHYLENE CRACKER UNIT, BCPL, LEPETKATA (INDIA)

PURCHASE ORDER NO.: (AS THE CASE MAY BE)

ITEM NO. : (AS THE CASE MAY BE)

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA

[illegible]

Tender Document No : BCPL/C&P/LE16S243AD/10000342

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Annexure-5

TECHNICAL CHECK LIST

(OFFERS RECEIVED WITHOUT THIS FOMAT, PROPERLY FILLED UP (DULY SIGNED AND STAMPED, ARE LIABLE FOR REJECTION.)

Desc.: Design, manufacturing, third party inspection and supply of 07 Nos. of **RADIANT TUBES (SIZE 1.5” IN FULL VERTICAL LENTH, JOINT NO-CB TO CC AS PER ANNEXURE 1)** for **Naphtha Cracker Furnaces** designed by **M/S Lummus Technology Heat Transfer, USA (LUMMUS)** for Ethylene Cracker Unit- BCPL, Lepetkata- India.

SL. NO.	BCPL QUERY	VENDOR'S CONFIRMATION & ACCEPTANCE / COMMENTS
01	Vendor to confirm that they are manufacturer of Radiant Coil Assembly and they have successfully supplied Radiant Coils for Lummus licensed/designed Naphtha Cracker Furnaces in previous seven years. Vendor to submit documentary evidence towards above along with offer.	 DOCUMENTARY EVIDENCE (Viz. ISO Certificate/other documents) SUBMITTED: <u>YES/NO</u> (pl. tick, whichever is applicable) Document Placed at Sht. No.....
02	Vendor to confirm that offered "Radiant tube" is identical & interchangeable to the item nos. 120001 & 120002 of applicable Lummus drawings No: BE62559DWG1200 of Radiant Coil	
03	Vendor to confirm that the proprietary micro alloys offered by them for different components of Radiant tube, are approved by LUMMUS. Vendor to submit documentary evidence (Acceptance of offered metallurgy by Technip/LHT towards any previous order execution/any other document of acceptance by Technip/LHT etc.) Towards above along with offer.	 DOCUMENTARY EVIDENCE SUBMITTED: <u>YES/NO</u> (pl. tick, whichever is applicable) Document Placed at Sht. No
04	Vendor to confirm that manufacturing of offered Radiant coil assembly shall meet requirement of "Radiant coil metallurgy" and Lummus's specifications BA62559SPC1200.	
05	Vendor to confirm that inspection of Radiant tube shall confirm to "Inspection & test plan" or any subsequent revision duly approved by LUMMUS. In case, there is any deviation in inspection & test plan, same is to be clearly mentioned with reason / justification during submission of offer.	
06	Vendor to Confirm that they will submit manufacturing & inspection schedule along with drawing for approval, before starting the manufacturing.	

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07	Vendor to confirm that they will submit the copies of all stage wise inspections and final acceptance reports of the coils, by internationally reputed third party inspection agencies like M/s Lloyd Registrar of Shipping along with the items.	
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SIGNATURE OF VENDOR/BIDDER WITH COMPANY SEAL :

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Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

SHIPMENT AND ADVANCE NOTICES (Applicable for overseas suppliers)

Immediately after shipment, seller shall send advance information of Shipping/Dispatch particulars, by way of telex/fax message by giving following details For expeditious collection and clearance of material from Customs/Port authorities.

- | | | |
|---|--------------------------------------|---|
| ⇒ | Vessel Name or Flight No. | : |
| ⇒ | Bill of Lading No. or AWB No. & Date | : |
| ⇒ | E.T.A. Kolkata | : |
| ⇒ | Invoice Nos. & Date | : |
| ⇒ | Invoice Value | : |
| ⇒ | No. of cases | : |
| ⇒ | Gross Weight | : |
| ⇒ | Other details, if any | : |

PREPARATION OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

The Bill of Lading/AWB shall be made in favour of BCPL, Lepetkata, INDIA or order of the bank wherever applicable the AWB/Bill of Lading shall also be endorsed by shipper as per ordered terms.

The conditional or qualified bill of lading/AWB shall not be accepted.

All documents including bill of lading, packing-list etc. shall be in English language only.

The Bill of Lading/AWB, Invoice and packing list specifically must show, Mark & no. of contents, case wise, country of origin, consignee, Airport/Port of destination and all other particulars.

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages.

The invoice must show the unit rate and net total FOB price (C&F prices in case of order on C&F basis) and should indicate Kolkata as port consignee.

One Set of Shipping Documents should contain minimum following documents. Any additional documents as may be mentioned in P.O. and agreed between Seller/Purchaser in some specific case shall also be made available.

- i) Bill of Lading/AWB,
 - ii) Invoice,
 - iii) Packing List
 - iv) Certificate of Conformity or Manufacturer's Certificate towards product Warranty.
- Copy of Fax/Telex sent to BCPL, Dibrugarh, India and Insurance Company

DISPOSAL OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

SEA SHIPMENTS

The seller shall obtain the shipping documents complete in all respect including three original stamped copies of Bill Of Lading immediately after shipment is made and courier the same as under:

- i) Two copies of original bill of lading with one non-negotiable copy of bill of lading along with three copies each of Invoice, Packing list, Freight Memo, all other documents as specified in L/C through bank to the purchaser.

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- ii) In case of sea-shipment, two copies of non-negotiable shipping documents to Freight Forwarder along with bill of lading .

AIR SHIPMENTS

The vendor shall obtain shipping documents complete in all respect including original stamped copies of AWB immediately after shipment is made and send the same as under: -

- A.** First original AWB along with one copy of non-negotiable AWB along with 3 copies of invoice, packing list, and other documents as specified in L/C to be routed through bank duly negotiated.
- B.** Two sets of documents (as mentioned at (2) above to Manager (C&P), Central Ware House, P. O. Lepetkata – 786 006 District – Dibrugarh (ASSAM) INDIA.

10 SHIPMENT

BY SEA:-

- a) For FOB Contracts:-

Shipping arrangement will be made by BCPL nominated forwarder to whom adequate notice of not less than six weeks about the readiness of the cargo for shipment, should be given by the seller for finalizing the shipping arrangement:

- b) FOR CFR/CIF CONTRACTS:-

The seller shall arrange shipment of stores by vessels belonging to the members of the Conference Lines. If sellers finds the space on the conference Line vessels is not available in any specific shipment, he should inform the shipping Co-ordination Officer, Ministry of Surface Transport, 1, Sansad Marg, New Delhi – 110 001 (INDIA)(CABLE: TRANSCART: NEW DELHI; FAX NO. +91 11 23718614/23352726)

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

11. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed as under:

- a)** Copies of all correspondence (Letter/Transmittals etc.) along-with requisite Information (as specified in Purchase Order) shall be sent to:

Dy. MANAGER (C&P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
CENTRAL WARE HOUSE BUILDING
PO: LEPETKATA,
DISTRICT – DIBRUGARH, ASSAM, INDIA PIN – 786006
E-Mail: ajdutta@bcplindia.co.in
Ph no: +91 373-2914636.

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-
- b)** Two sets of non-negotiable documents as specified in L/C through bank to be sent to purchaser immediatly after shipment.

❖ Tender hosted on website for information to the Licensor's approved vendors only.

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Annexure-A

CHECKLIST

Sl no	Particulars	To be filled Vendors Only
1	Name	
2	CAS No: (if any)	
3	Technical Data Sheet	
4	MSDS	Not applicable
5	Quantity offered	07 Numbers
6	Packing	
7	Delivery schedule	04 months
8	Shelf Life	Not applicable
9	Guarantee / Warrantee	

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU**

UNPRICED PART – A

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA

PRICE SCHEDULE FOR GOODS TO BE IMPORTED (FOR FOREIGN BIDDERS ONLY)

ANNEXURE –II

RFQ NO.: BCPL/C&P/LE16S243AD/10000342 **DATED:** 01.12.2016

SUB: PROCUREMENT OF 07 NOS RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

Sl. No	BCPL Material Code	Description of Material	Long Text	UOM	Qty a	Unit Rate		Total Price
						In Figure (b)	In Words	a x b
1	0901010164	1.5” RADIANT TUBES	APPROX. LENGTH OF 12.1 MTR AS PER APPLICABLE DRAWINGS	EA	7			
A	SEA CONSIGNMENT	GRAND TOTAL AMOUNT (FOB PORT OF EXIT BASIS)						
		GRAND TOTAL AMOUNT (CFR PORT OF ENTRY BASIS, KOLKATA)						
B	AIR CONSIGNMENT	GRAND TOTAL AMOUNT (FCA PORT OF EXIT BASIS)						
		GRAND TOTAL AMOUNT (CPT PORT OF ENTRY BASIS, KOLKATA)						

NAME OF BIDDER : _____

QUOTED CURRENCY: _____ **PORT OF EXIT (BY AIR/SEA):** _____

- Note:
- Bidder is essentially required to quote rates on FCA/FOB basis as well as CPT/CFR STRICTLY in above Format.
 - In case of discrepancy between unit price and the total price, the unit price shall prevail.
 - Bidders are required to quote their prices strictly in the above format with all required price break-up. The prices quoted in any other format, shall not be considered for evaluation and placement of order.
 - The CPT/CFR, Kolkata price shall be quoted considering Air/Sea freight from Port of Exit to Port of Entry in India.

(SIGNATURE OF BIDDER & SEAL)

Place:

Date:

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO: : BCPL/C&P/LE16S243AD/10000342

Bidder:

Currency

INR

Sl. No	Item Description	UOM	Qty	Unit Price Ex-Works	P&F Charges if not included in Column - 5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %)	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col 10XCol 4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12
1	2	3	4	5	6	7	8	9	10	11	12	13
1	1.5" RADIANT TUBES APPROX. LENGTH OF 12.1 MTR AS PER APPLICABLE DRAWINGS	EA	7									
	Unit price Ex Works (refer column 5 above) in words			Do Not quote here								

Cenvat invoice will be submitted

Amount of Cenvat Benefit to be passed on to BCPL

YES/NO

PER UNIT

(Signature of Authorised Person of Bidder)

Name

Designation

Name of

Organization

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid; otherwise, their bid shall be liable for rejection. Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part

Tender Document No : BCPL/C&P/LE16S243AD/10000342

**Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER
FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA**

PRICED PART – B

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA

PRICE SCHEDULE FOR GOODS TO BE IMPORTED (FOR FOREIGN BIDDERS ONLY)

ANNEXURE –II

RFQ NO.: BCPL/C&P/LE16S243AD/10000342 **DATED:** 01.12.2016

SUB: PROCUREMENT OF 07 NOS RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU.

Sl. No	BCPL Material Code	Description of Material	Long Text	UOM	Qty	Unit Rate		Total Price
					a	In Figure (b)	In Words	a x b
1	0901010164	1.5” RADIANT TUBES	APPROX. LENGTH OF 12.1 MTR AS PER APPLICABLE DRAWINGS	EA	7			
A	SEA CONSIGNMENT	GRAND TOTAL AMOUNT (FOB PORT OF EXIT BASIS)						
		GRAND TOTAL AMOUNT (CFR PORT OF ENTRY BASIS, KOLKATA)						
B	AIR CONSIGNMENT	GRAND TOTAL AMOUNT (FCA PORT OF EXIT BASIS)						
		GRAND TOTAL AMOUNT (CPT PORT OF ENTRY BASIS, KOLKATA)						

NAME OF BIDDER : _____

QUOTED CURRENCY: _____ **PORT OF LOADING (BY AIR/SEA):** _____

- Note:
- Bidder is essentially required to quote rates on FCA/FOB basis as well as CPT/CFR STRICTLY in above Format.
 - In case of discrepancy between unit price and the total price, the unit price shall prevail.
 - Bidders are required to quote their prices strictly in the above format with all required price break-up. The prices quoted in any other format, shall not be considered for evaluation and placement of order.
 - The CPT/CFR, Kolkata price shall be quoted considering Air/Sea freight from Port of Exit to Port of Entry in India.

(SIGNATURE OF BIDDER & SEAL)

Place:

Date:

Tender Document No : BCPL/C&P/LE16S243AD/10000342

Tender for : PROCUREMENT OF 07 NOS. RADIANT TUBES FOR NAPHTHA CRACKER FURNACES OF ECU-BCPL, LEPETKATA, ASSAM, INDIA

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO : BCPL/C&P/LE16S243AD/10000342

Bidder:

Currency

INR

Sl. No	Item Description	UOM	Qty	Unit Price Ex-Works	P&F Charges if not included in Column - 5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %))	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XCol4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12
1	2	3	4	5	6	7	8	9	10	11	12	13
1	1.5" RADIANT TUBES APPROX. LENGTH OF 12.1 MTR AS PER APPLICABLE DRAWINGS	EA	7									
	Unit price Ex Works (refer column 5 above) in words											

Cenvat invoice will be submitted

Amount of Cenvat Benefit to be passed on to BCPL

YES/NO

PER UNIT

(Signature of Authorised Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid; otherwise, their bid shall be liable for rejection.

Name

Designation

Name of

Organization

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.