

SPECAIL CONDITIONS OF CONTRACT (SCC)

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1. SCOPE OF SUPPLY

The Ethylene cracker Unit of BCPL has 02 Nos. of Charge gas Dryers, 2 Nos. of ethylene dryers, 2 no. of Propylene dryers, 1 no. of Ammonia guard bed, 1 no. of Chlorine guard bed. The capacity of each of the dryers is considered for alternate operation: one dryer of each is in operation, while the other one is in standby or regeneration mode. The adsorbent for Ammonia and chlorine guard bed is of **non regenerative type**. Molecular Sieves are required in the beds to maintain the desired composition of the effluent stream. Inert Balls are to be put in the beds at the top and bottom of the molecular sieves for support and better fluid distribution across the molecular sieves.

The specification covers the supply of Molecular Sieves and Inert Balls required for

- 2 Nos. of Charge gas Dryers,
- 2 Nos. of ethylene dryers,
- 2 Nos. of Propylene dryers,
- 1 Nos. of Ammonia guard bed,
- 1 Nos. of Chlorine guard bed.

The quantity of Molecular sieves required for different dryers/guard beds is shown below:

Equipment Name	No Of Equipments	Type	Shape	Quantity in M3 (per dryer per bed)	Total quantity M3.
Charge gas dryer	2	3A	Pellets or beads	17.2	34.4(for Main bed)
		3A	Pellets or beads	14.0	28(for main bed)
		3A	Pellets or beads	3.6	7.2(for guard bed)
Ethylene dryer	2	3A	Pellets or beads	3.15	6.3
Propylene dryer	2	3A	Pellets or beads	7.45	14.9
Ammonia guard bed	1	Mesh	beads	57.8	57.8
Chlorine guard bed	1	Mesh	beads	27.3	27.3

1.1 The above mentioned quantity is tentative. The process specification/data sheets & Mechanical vessel drawing of all the dryers and guard beds are attached in **annexure-II**. Bidders to specify the **quantities/size/shape** of molecular sieves according to the process specification/data sheets & Vessel drawing of each equipment. Accordingly bidder is required to supply molecular sieves in quantity (MT) considering the bulk density, sufficient to meet the process specification of all the dryers and guard beds.

1.2 Similarly, the bidder needs to supply the Inert Balls of appropriate size/shape, in quantity (MT or Kg or Lit or Cubic Ft), sufficient to fill the required volume at the top and bottom of the molecular sieves as given in the process specification/data sheets & Mechanical vessel drawing.

1.3. The equipment vessels have been designed for Top/Bottom mesh size as follows:

- | | |
|----------------------------|---------------|
| a) For Charge Gas Dryers | Tyler mesh 20 |
| b) For Ethylene Dryers | Tyler mesh 12 |
| c) For Propylene Dryer: | Tyler mesh 20 |
| d) For Ammonia guard bed: | Tyler mesh 12 |
| e) For chlorine guard bed: | Tyler mesh 20 |

The bidders to supply Molecular sieves/Inert balls as per this mesh size.

1.4 The material shall be supplied strictly as per the specification sheet attached in **Annexure-II**. Bidders to ensure that molecular sieves & inert balls supplied should be such that **it does not entail any change in the vessel internals**. The design / operating conditions of the beds have been provided at **Annexure-II**. Bidder will run the simulation and provide best possible Molecular Sieve and Inert Balls set against BCPL's requirement while strictly adhering to Quality Assurance & Control.

1.5 Bidder shall get its technical offer vetted by the process licensor (M/s Lummus Technology, USA) of Ethylene Cracker Unit of BCPL. Only those bids which are technically vetted and accepted by the process licensor shall be considered by BCPL for further evaluation. BCPL further reserves the right to get the technical offer of the bid evaluated by the process licensor at its end. In case the process licensor does not approve the technical offer, the bid shall be summarily rejected.

1.6 Bidders shall provide the detail procedure for loading/unloading of molecular sieves duly explained through schematic drawing. Bidder shall also provide the detail procedure for regeneration of the molecular sieves for all 3 types of dryers. The details of the regeneration gas is given in **Annexure-II**.

1.7. Technical assistance shall be provided at site by the bidders during initial charging of the molecular sieves as well as during the initial regeneration of the molecular sieves after charging as per the table given below. Bidders to quote per diem rate for the same in SOR of price Bids.

Item No	Equipment name	No. of equipments	Man Days for Initial Charging & Initial Regeneration for each of the item Given below
1	Charge gas dryer	2	7 (To be exercised in two spell)
2	Ethylene dryer	2	3 (To be exercised in two spell)
3	Propylene dryer	2	4 (To be exercised in two spell)
4	Ammonia guard bed	1	6 (In single Spell)
	Chlorine guard bed	1	

The No of days mentioned in the above table shall be considered for evaluation of Bids. However, the payment to Bidders for technical assistance shall be done as per actual man days required and Boarding/Lodging/Travelling expenditure for the same to be borne by the Bidders.

1.8. Both molecular sieves and inert balls for a particular item as mentioned below shall be procured from the same vendor.

- a) **For charge gas dryers:** Molecular sieves and inert balls shall be procured from the same vendor considering overall lowest price for Molecular sieves and inert balls together with charge for technical assistance as per SOR PART-1
- b) **For ethylene dryers:** Molecular sieves and inert balls shall be procured from the same vendor considering overall lowest price for Molecular sieves and inert balls together with charge for technical assistance as per SOR PART-2
- c) **For propylene dryers:** Molecular sieves and inert balls shall be procured from the same vendor considering overall lowest price for Molecular sieves and inert balls together with charge for technical assistance as per SOR PART-3
- d) **For Ammonia guard bed & for chlorine guard bed:** Molecular sieves and inert balls shall be procured from the same vendor considering overall lowest price for Molecular sieves and inert balls together with charge for technical assistance as per SOR PART-4

However, vendor to provide the rate of both the Molecular Sieve and Inert Balls separately as per the SOR.

2. DRYER AND GUARD BED OPERATING CONDITIONS.

The equipments operating conditions and various parameters for molecular sieves are given in **Annexure-II**.

3. EQUIPMENTS SPECIFICATIONS AND DRAWINGS

The equipments drawings & specifications are mentioned in **Annexure-II**.

4. INSPECTION & TESTING:

Material supplied shall be accompanied by 'Test & Inspection Certificate/Report' for each lot of Production/Manufacture for BCPL.

5. DOCUMENTS REQUIRED

Technical offer of the bidders should contain the following documents in hard and soft copy:

- I.** Technical datasheet of supplied molecular sieves and Inert Balls.
- II.** Procedure for Molecular sieves and Inert Balls loading, start-up. Instruction manual for personnel safety precautions during loading and unloading of Molecular sieves.
- III.** Storage instruction and safe handling procedure & Material safety data sheet (MSDS).

Also Bidders to provide all the information required as per the point **No 6 of Process Specification of Dryers** and **Point No 4 of Process Specification of Guard Bed**.

6. GUARANTEE & REPLACEMENT:

The material supplied shall be **guaranteed** as follows:

a. Charge Gas Dryer, Ethylene Dryer, Propylene Dryer

Satisfactory performance for a period of 05 years from the date of charging of the material in dryers or **06** years from the date of receipt of material at site, whichever is earlier. Satisfactory performance means each dryer should be able to process feed within the specified range of parameters as mentioned in Technical specification (refer Annexure-II) for respective dryer. Performance of the molecular sieves over the service life of 05 years shall be measured based on the technical analysis of dryer outlet moisture

b. Ammonia and Chlorine Guard Bed

Satisfactory performance for a period of 03 years from the date of charging of the material in dryers or **04** years from the date of receipt of material at site, whichever is earlier. Satisfactory performance means each bed should be able to process feed within the specified range of parameters as mentioned in Technical specification (refer Annexure-II) for respective bed. Performance of the molecular sieves over the service life of 03 years shall be measured based on the technical analysis of bed outlet ammonia for ammonia bed and chlorine for chlorine bed.

The molecular sieves must perform satisfactorily throughout the service life. In case of non- performance of the supplied Molecular Sieves during the initial period of 12 months, the bidder shall replace the entire charge of Molecular Sieves free of cost to BCPL.

However, if the Molecular Sieves charge fails to perform after a period of **12** months from the date of charging but within the guaranteed period specified above then the bidder shall supply to M/s BCPL, Molecular Sieves of the same specification as per the following formula:

$$Q = \frac{(Z - X) * Y}{Z}$$

Where,

Q = Quantity of Molecular Sieves to be supplied by the bidder as replacement, MT

Z = Guaranteed life of Molecular Sieves in months

X = Actual life of Molecular Sieves in months to be reckoned from the date of intimation by BCPL regarding non-performance of Molecular Sieves over e-mail/ phone/fax.

Y = Total Quantity of Molecular Sieves supplied as per purchase order (in MT)

The basis of delivery of such quantity of the Molecular Sieves to be supplied as replacement shall be the same as mentioned in the Purchase order for delivery of the original quantity of molecular sieves.

The cost of the difference in the quantity i.e. (full charge quantity – Calculated formula quantity) shall be borne by BCPL.

In case of two successive failures, BCPL shall purchase full charge of molecular sieves from other vendor and the cost of the same will be borne by the vendor as per the given formula above.

7. DELIVERY SCHEDULE:

The entire material shall be dispatched in a single lot within 25 weeks from the issue of order. Date of B/L or L/R as applicable shall be deemed as date of delivery. Considering shipment in bulk, tolerance of $\pm 5\%$ on the ordered qty. is permissible. Payment shall be made based on qty. shipped at load point. However, if there is any change in delivery schedule, 30 days advance intimation will be given.

8. PACKING INSTRUCTION:

The material shall be supplied under prevalent standard international industrial practice.

- a. The Molecular Sieves shall be screened carefully before packing. Bidder shall specify whether any subsequent screening is recommended just before loading.
- b. All Molecular Sieves shall be supplied in LDPE bags lined drums (new MS or HDPE) fully sealed and each drum marked with:
 - Material code no.
 - Manufacturer's name.
 - Manufacturer batch no.
 - Date of manufacture.
 - Drum no. (For identification)
 - Name of Molecular sieves for material identification.
 - Net quantity (M^3 / MT) of Molecular sieves for each drum.
- c. Each container shall be adequate in strength and certified by the Molecular sieves manufacturer to be of proper material to protect the Molecular sieves from moisture, dirt and deterioration for a period of at least four years.

9. EVALUATION OF BID

The techno-commercially acceptable bids will be evaluated on combined price of Molecular Sieves & Inert Ball for Charge Gas Dryer, Ethylene Dryer and Propylene Dryer separately along with Technical Assistance charge for Charging & initial regeneration Molecular sieve & Inert ball quoted in **SOR of Price Bid**.

Bid for Ammonia Guard Bed & Chlorine Guard Bed shall be combinedly evaluated considering price of molecular sieve & inert ball for Ammonia and Chlorine Bed together with Technical Assistance charge for Charging of Molecular Sieve & Inert Ball quoted in **SOR of Price Bid**.

Example for evaluation:

Evaluated Price for CG Dryer = (Combined price of Molecular sieves & inert ball for CG dryer) + (Per Diem rate for technical assistance * 7 days) as per SOR PART-1

Evaluated Price for Ethylene Dryer = (Combined price of Molecular sieves & inert ball for Ethylene dryer) + (Per Diem rate for technical assistance * 3 days) as per SOR PART-2

Evaluated Price for Propylene Dryer = (Combined price of Molecular sieves & inert ball for propylene dryer) + (Per Diem rate for technical assistance * 4 days) as per SOR PART-3

Evaluated Price for Ammonia & Chlorine Guard Bed = (Combined price of Molecular sieves & inert ball for Ammonia Guard Bed) + (Combined price of Molecular sieves & inert ball for Chlorine Guard Bed) + (Per Diem rate for technical assistance * 6 days) as per SOR PART-4

However, the payment to Bidders for technical assistance shall be done as per actual man days required and Boarding/Lodging/Travelling expenditure for the same to be borne by the Bidders.

Overseas bidder is required to quote both 'FOB' and 'CFR Kolkata' price of MOLECULAR SIEVES / INERT BALLS strictly as per the price schedule (SECTION VII) given in the tender document. However, BCPL may finalize the order on 'FOB' or 'CFR Kolkata' basis, at its sole discretion. In order to obtain clearance from the Ministry of Surface Transport (Govt. of India), bidder is required to keep the 'CFR Kolkata' prices valid for 45 days beyond the ordering date. Bids would be evaluated and comparison would be made on CFR basis.

11.0 FIRM & FIXED PRICES:

The quoted prices shall remain FIRM AND FIXED till contract period.

12.0 PAYMENT TERMS:

(For Foreign bidder)

100% payment (less Indian Agent's Commission, if any) shall be made through Irrevocable Unconfirmed Letter of Credit (LC) & LC confirmation charges outside India shall be borne by seller. If bidder insists on confirmed LC, the confirmation charges on both sides shall be borne by Seller. The letter of credit shall be opened on receipt of unconditional acceptance of purchase order. Indian Agent commission (IAC), if any, shall be released directly to Indian agent in non-convertible Indian Rupees after receipt and acceptance of items at site. TDS, if any, shall be deducted from the payment of IAC.

Banker's details of buyer's:

Account NO- 32034267038
Bank's Name : State Bank Of India
Address: Thana Charali, Dibrugarh, Assam - 786001
SWIFT code : SBININBB661
Branch Code: 00071
Ph. No. : 0373-2321048
Fax no. :0373 2324369
E-mail : sbi.00071@sbi.co.in

For Domestic Bidders:

100% payment with full taxes and duties and transportation charges against dispatch documents shall be done within 30 days of receipt and acceptance of goods of last consignment at site.

No advance payment shall be made by BCPL.

NB: For Technical Assistance:

- a) Service Tax on Import Services will fall under reverse charges & is to be paid by BCPL.
- b) Income tax will be deducted as per the Indian income tax act on DTA (India's Double Taxation Avoidance Agreements) whichever is lower.

13.0 SECURITY DEPOSIT-CUM-CPBG:

- a) Within 15 days of the receipt of the notification of award/Fax of Intent from the PURCHASER the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC . The amount towards performance guarantee shall be in the currency of the Contract.
- b) 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.
- c) The performance guarantee shall be denominated in the currency of the contract
- d) The performance Guarantee shall be valid for the duration of 90 days beyond the expiry of /warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations under the CONTRACT.

14.0 PRICE REDUCTION SCHEDULE (PRS):

The portion of supply completed in all respect, which can be used for commercial operation, shall not be considered for applying PRS, if delivered within contractual delivery period. In case of delay in delivery of each lot of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of the delayed delivery value (of the particular lot under consideration) per week of delay or part thereof. However, total deductions on account of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

15.0 QUALITY ASSURANCE & CONTROL

- 15.1 Quality Assurance (QA) shall mean the organizational set up, procedures as well as test methods and facilities developed by Bidder in order to assure that Molecular Sieves, leaving contractor's shop is of highest possible quality, i.e. either equal to or better than the requirement specified.
- 15.2 Quality Control (QC), shall mean all the tests, measurements, checks and calibrations which are to be carried out in bidder shop in order to compare the actual characteristics of the Molecular Sieves/ Catalysts / Adsorbents with the specified ones, along with furnishing of the relevant documentation (certificates / records) containing the data or result of these activities.
- 15.3 QA / QC systems to be adopted for this specification may be based on systems already developed and implemented by Bidder for similar plants elsewhere

15.0 REJECTION CRITERIA:

Bidders are advised to submit their bid strictly as per the terms and conditions of the bid document. In the event of deviation(s) stipulated by the bidder their bid shall be considered incomplete/non-responsive and the bid shall be liable for rejection. The following shall constitute REJECTION CRITERIA for this tender and bid may be summarily rejected if any deviation (s) to these conditions found in bid –

- i) Bid Validity lesser than specified period in tender
- ii) Non-acceptance of delivery period
- iii) Request for advance payment
- iv) Non-acceptance of Performance Guarantee
- v) Non acceptance of Guarantee /Warranty
- vi) Non-submission of Firm and Fixed Price
- vii) Non-submission of rate as per price schedule format (with all desired break-up i.e. FOB & CFR Rate for foreign bidders and Ex-works, taxes, duties, freight etc for Indian Bidder)
- viii) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and force majeure etc.
- ix) Any deviation to scope of supply, specification etc.

16.0 EVALUATION OF OFFERS:

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:** The evaluated price of domestic bidder shall include the following:

1. Ex-works price quoted by the bidder (with customs duty on imported raw materials and component)
2. Packing & Forwarding (if any)
3. Excise Duty, Educational cess (if any)
4. Sales tax with (against form C/3B) or without concessional Form / VAT
5. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
6. Commercial/Technical loading/ Price Advantage, (if any)

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

Domestic bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail cenvat benefit.

- (B) Foreign Bidders:** The evaluated price of foreign bidder shall include the following:

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. 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. Commercial/Technical loading/Price Advantage, (if any)

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. For domestic bidders, in case of any statutory increase in rate of Excise duty and Sales Tax/VAT (except due to turnover of bidder) within the scheduled delivery period, shall be borne by BCPL.

- (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).

The foreign bidders are required to quote FOB and CFR prices strictly as per the price schedule of tender document. 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.

Note:

- (1) 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.
- (2) In case of evaluated price found equal for 2 or more bidders (i.e. if there is more than one L1 bidders), then revised price /discount will be obtained from qualified bidder(s), Even after

situation of tally of evaluated price arises , BCPL may finalize the order on single bidder, on it's sole discretion.

17.0 PRICE REDUCTION SCHEDULE:

As per GCC.

18.0 LOADING CRITERIA FOR BID EVALUATION

18.1 In the event of following specified deviations to the terms & conditions of the Bid Document, loading of the bidders prices shall be done as under:

(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%.

Note: Loading factor shall be applied on the 'FOB/CFR' price quoted by Foreign bidders and 'Ex-works' price quoted by Domestic bidders.

19.0 COUNTRY OF ORIGIN OF GOODS:

A certificate to this effect issued/endorsed by concerned Chamber of Commerce shall form part of shipping documents.

20.0 SHIPPING DOCUMENTS:

The shipping documents shall comprise the following –

1. Commercial Invoice (Original)
2. Bill of Lading
3. Packing List
4. Test Certificate/Certificate of Analysis
5. 'Fall clause' Certificate(if applicable)
6. Certificate of Origin endorsed by relevant Chamber of Commerce
7. Copy of fax sent to BCPL's underwriters for arranging transit insurance
8. Warranty Certificate

For indigenous supplier the following documents shall be part of negotiable document:

1. Commercial Invoice (Original)/Excise invoice in triplicate.
2. Challan
3. LR/Consignee copy
4. Packing List

5. Test Certificate/Certificate of Analysis
6. Warranty certificate.

21.0 Transit Insurance:

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

Name of the officer concern: J. C. Ghosh
Sr.Divisional Manager
M/s National Insurance Co. Ltd.,
R.K.Bordoloi Path, Dibrugarh-786001,
State- Assam (India)
Tel. No.: 91+373-2326339/2324409(Fax)
Mobile No.: 91+9435331112
E-mail: JC.Ghosh@nic.co.in
(POLICY NO. 200300/44/09/5050000001)

22.0 Billing And Documentation:

Immediately after shipment, two sets of non-negotiable shipping documents is to be sent at following address:

Dy. Manager (C&P)
Central Ware House Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail: neeta.dutta@bcplindia.co.in
Ph no: +91 373-2914611
Mob: 08011117266

Note: The Bill of Lading, Invoice and Packing list specifically must show full details of the contents indicating country of origin, consignee name and all other particulars. The invoice must show item description, unit rate and total prices.

Before finalization of the invoice, vendor has to take approval of draft invoice from BCPL over mail to avoid discrepancy at the time of clearance of good.

Negotiation Of Shipping Documents

- a) In case of negotiation thru Bank, i) Overseas vendor shall negotiate the shipping documents thru Bank within 10 days of shipment for sea-shipment and 3 days of shipment for air-shipment. In case of direct documents, the vendor shall send the documents to BCPL immediately after shipment. (ii) Indigenous vendor shall send the documents to BCPL immediately.
- b) Vendor shall send non-negotiable documents thru e-mail/fax within 2 days of shipment to the concerned officials of BCPL, Lepetkata.
- c) Vendor shall intimate the courier details of the original shipping documents (i.e. docket no., name of courier, consignee details etc.) to the concerned purchase officer of BCPL and BCPL's Banker thru e-mail/fax immediately after dispatch of documents.

Original shipping documents should be sent directly to BCPL's Banker, details as under:

Account NO- 32034267038

Bank's Name : State Bank Of India

Address: Thana Charali, Dibrugarh, Assam - 786001

SWIFT code : SBININBB661

Branch Code: 00071

Ph. No. : 0373-2321048

Fax no. :0373 2324369

E-mail : sbi.00071@sbi.co.in

Seller shall send FAX/TLX of all shipment details to BCPL, immediately after shipment is made. Simultaneously, two sets of non-negotiable shipping documents should be sent to BCPL.

Correspondence address of BCPL – Lepetkata is as follows:

Dy. Manager (C&P)

Central Ware House Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

E-Mail: neeta.dutta@bcplindia.co.in ;

Ph no: +91 373-2914611

Mob:08011117266.

23.0 Import License (Applicable for overseas suppliers)

It may please be noted that the import is covered under the Export & Import Policy, 2009-2014. The item(s) does not/do not fall(s) under "RESTRICTED ITEMS" of the policy and hence no Import License is required.

The Seller shall advise booking offices of Indian Vessels abroad that:

"THE CONSIGNMENT(S) WAS/WERE BEING IMPORTED IN INDIA UNDER THE EXPORT & IMPORT POLICY 2009-2014".

24.0 Shipping Arrangement (Applicable for overseas suppliers)

Shipment shall be made as per General Purchase Condition as applicable and packing, marking, shipping and documentation enclosed as mentioned at SHIPPING INSTRUCTIONS/DETAILS

The Bill of Lading shall be 'Clean on Board' and shall indicate in favour of Purchaser or order of the bank (and not order of the shipper) and notify column should indicate BRAHMAPUTRA CRACKER & POLYMER LIMITED with adress.

In case of shipment on FOB (Seaport) basis, two non-negotiable copies of the Bill of Lading should be forwarded to the Secretary, Shipping Coordination Committee, Ministry of Surface Transport, 1, Sansad Marg, New Delhi-110001, India after the shipment is made.

Bill of Lading shall, under no circumstances, be made "Order to the Shipper"

25.0 Shipping Instructions/Details(Applicable for overseas suppliers)

PACKING & MARKINGS

The material shall be supplied under prevalent standard international industrial practice.

- a) The Molecular Sieves / Catalysts / Adsorbents and Inert Balls shall be screened carefully before packing. Bidder shall specify whether any subsequent screening is recommended just before loading.
- b) All Molecular Sieves / Catalysts / Adsorbents and Inert Balls shall be supplied in LDPE bags lined drums (new MS or HDPE) fully sealed and each drum marked with:
 - i. Material code no.
 - ii. Manufacturer's name.
 - iii. Manufacturer batch no.
 - iv. Date of manufacture.
 - v. Drum no. (for identification)
 - vi. Name of Molecular sieves / Catalysts / Adsorbents for material identification.
 - vii. Net quantity (M³ / MT) of Molecular sieves / Catalysts / Adsorbents for each drum.
- c) Each container shall be adequate in strength and certified by the Molecular sieves / Catalysts / Adsorbents manufacturer to be of proper material to protect the Molecular sieves / Catalysts / Adsorbents from moisture, dirt and deterioration for a period of at least four years.
If any conditions of storage or handling could result in loss of activity of the Molecular sieves / Catalysts / Adsorbents, such limitations shall be marked on each container or notified as a separate storage instruction.

Consignment shall be packed air worthy/sea worthy and following markings to appear on packing.

For BCPL

Port/Airport

Destination

Order No.

Item

Net Weight : Gross weight

Case No.

(No. Of total cases) : Dimensions

IMPORTANT

MOST APPROPRIATE AND SUITABLE PACKING FOR ECONOMICAL AIR/SEA FREIGHT APPLICABILITY AND PROPER DOCUMENTATION FLIGHT/SHIPMENT WISE INVOICE AND AWB/BILL OF LADING & OTHER DOCUMENTS AS PER NORMAL PRACTICE SHALL BE SNURED.

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.
- ii) In case of sea-shipment, two copies of non-negotiable shipping documents along with bill of lading to Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi - 110 001 Attention - **Mr. Sanjay Sharma.**

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 Sr. Manager (C&P), Central Ware House, P. O. Lepetkata – 786 006 District – Dibrugarh (ASSAM) INDIA.

26.0 SHIPMENT

BY SEA:-

a) For FOB Contracts:-

Shipping arrangement will be made by the shipping co-ordination officer, chartering Division, Ministry of surface Transport, New Delhi through their forwarding Agents/nominees as indicated 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:

i) FOR CONSIGNMENT FROM UK/CONTINENT PORTS:

M/s. Panalpina World Transport
Panalpina Welttransport GmbH
Spalding Str-64, D 20097
Hamburg, Germany
Ph.: +4640-23771 – 133
Fax: +4640-23771-342 or 341

ii) FOR CONSIGNMENT FROM USA, ATLANTIC:

Gulf & West Ports
M/s. OPT OVERSEAS PROJECT
TRANSPORT INC.,
46, SELLERS STREET, KEARNY
NEW JERSEY 07032, USA

Ph.: + 1 201 998 7771

Fax.: + 1 201 998 7833,

iii) FOR CONSIGNMENT FROM JAPANESE PORT:

The Embassy of India, Tokyo, Japan

Ph.: + 81 3 32622391

Fax.: + 81 3 32344866

iv) BLACK SEA PORTS OF BULGARIA & ROMANIA:

The Secretary,
Indo-Soviet Shipping Service,
C/o. The shipping Corporation of India Ltd.,
'Shipping House' 245, Madam Cama Road,
Mumbai – 400021

Ph.: +9122-22026666/22026785

v) POLISH PORTS:

The Secretary,
Indo-Polish Shipping Service

C/o. Shipping Corporation of India Limited

Cable: ShipIndia, Mumbai

FOR INDOPOL

'Shipping House' 245, Madam Cama Road

MUMBAI – 400 021

vi) **FOR CONSIGNMENT FROM OTHER AREAS,**

The shipping Corporation of India Ltd.

Cable: Ship India, Mumbai

'Shipping House' 245, Madam Cama Road,
Mumbai – 400021

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: TRANSHART: 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 is unavoidable.

Annexure II

**PROCESS DATA SHEET
&
TYPICAL DRAWING OF THE
EQUIPMENTS**