



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/038/MD

ITEM - SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M³ GAS IN EACH CYLINDER REQUIRED FOR BCPL , LEPETKATA, DIBRUGARH, ASSAM

Total quantity required: 570 nos. Cylinders in 2 or 3 Cascade.

PROCUREMENT UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

PREPARED AND ISSUED BY

OFFICE OF THE DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

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Bid Document No. : **BCPL/DIB/C&P/2015/S/038/MD (PART - I)**

Item : **SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE**

Due Date & Time : **Up-to 14-30 Hrs. (IST) on 11-05-2015,**

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
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(To be pasted on PART I)

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Bid Document No. : **BCPL/DIB/C&P/2015/S/038/MD (PART - II)**

Item : **SUPPLY 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE FOR, BCPL , LEPETKATA**

Due Date & Time : **Up-to 14-30 Hrs. (IST) on 11-05-2015**

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
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(To be pasted on PART II)

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Bid Document No. : **BCPL/DIB/C&P/2015/S/038/MD (MAIN ENVELOPE)**

Item : **SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE**

Due Date & Time : **Up-to 14-30 Hrs. (IST) on 11-05-2015**

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
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(To be pasted on MAIN ENVELOPE)

SECTION I

INVITATION FOR BID (IFB)



BRAHMAPUTRA CRACKER & POLYMER LIMITED

(A Govt. of India Undertaking)

(LIMITED DOMESTIC COMPETITIVE BIDDING)

BCPL invited bids from eligible bidders for SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE FOR BCPL'S PETRO-CHEMICAL PLANT AT LEPETKATA, DISTT. DIBRUGARH (ASSAM)

SL. NO.	BID DOCUMENT NO.	ITEM & QTY.	IFB AND BID DOCUMENT AVAILABLE ON WEBSITE FROM	DATE OF PRE BID MEETING	LAST DATE & TIME FOR SUBMISSION OF BID
1	BCPL/DIB/C&P/2015/S/038/MD	570 NOS CYLINDERS OF GASEOUS HYDROGEN (H ₂) IN CASCADE	27/04/2015	4 th May, 2015 at 1500 Hours (IST) at BCPL, DIBRUGARH	11 th may , 2015 at 14-30 Hours (IST)

For further details, please visit our website (<http://www.gaitenders.in/>), Tender website (<http://www.bcplonline.co.in/>) and CPP Portal <http://eprocure.gov.in/cppp/>.

For any queries, bidders may contact:

OFFICE OF THE DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM
mjduarah@bcplindia.co.in

INVITATION FOR BIDS (IFB) LIMITED DOMESTIC COMPETITIVE BIDDING FOR SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE FOR BCPL'S PETRO-CHEMICAL PLANT AT LEPETKATA, DISTT. DIBRUGARH (ASSAM)

M/s BCPL (A Govt. of India Undertaking) invites bids through Limited Domestic Competitive Bidding basis for supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE for BCPL's Petro-Chemical Plant at Lepetkata, Distt. DIBRUGARH-ASSAM under single stage two envelopes system from competent suppliers meeting the Bidder's Evaluation Criteria as detailed herein. Bids submitted online shall only be considered for processing.

1.0 SALIENT FEATURES OF BID DOCUMENT

1.2.1	Type of Enquiry	LIMITED DOMESTIC COMPETITIVE BIDDING
1.2.2	Bid Document No	BCPL/DIB/C&P/2015/S/038/MD (To be referred in all future correspondence)
1.2.3	Delivery schedule / Contract period	Refer 'Special Conditions of Contract', Section III of tender
1.2.4	Bid Document available on website	From 27th April, 2015
1.2.5	Pre-Bid Meeting	At 1500 hrs. (IST) on 4th May, 2015
1.2.6	Venue for Pre-Bid Meeting & Opening of Un-Priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.7	Last date and time for submission of bid	Up-to 1430 hrs.(IST) on 11th may, 2015
1.2.8	Date and time of opening of Un-priced Bids at BCPL office.	At 1500 hrs. (IST) on 11th May, 2015 (If the particular day is declared a holiday at BCPL-DIBRUGARH, the un-priced bids shall be opened on the next working day)
1.2.9	Bid Document Fee	NOT APPLICABLE
1.2.10	Earnest Money Deposit / Bid Security (Refundable)	RS 24,500.00 (RUPEES Twenty Four Thousand Five Hundreds only)
1.2.11	Contact Person	Mr. M J DUARAH, Dy. Manager (C&P) E-mail: mjduarah@bcplindaia.co.in

Bidders shall submit their bids i.e. **UN-PRICED Bid** & Priced bid as per the Formats, Bidders are requested to down load the same and quote their prices strictly as per the format without altering the content of it.

EMD* : Rs. 24,500.00 (THROUGH DD/BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH). *SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER. FORMAT OF BANK GURANTEE TOWARDS EMD IS ENCLOSED WITH TENDER.

The bid will be submitted in two parts as follows:

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

Bid should contain all technical & commercial details

PART - II - PRICE BID

Price bid containing the priced Schedule of Rates enclosed in the tender.

Both the envelopes (Part - I & Part - II) are to be sealed in an envelope, super scribed with tender no. due date & description of supply of goods.

Offer received through e-mail / Fax / Telex shall not be considered for evaluation.

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

2.0 SCOPE OF SUPPLY

Refer SECTION III.

3.0 BID EVALUATION CRITERIA:

- (1) Bidder should be a MANUFACTURER of Hydrogen Gas. or Authorized Distributor/Dealer of the manufacturer. In case bidder is a manufacturer, it must have valid documentary evidence for being a manufacturer [i.e, Company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in case bidder is an Authorized distributor / dealer, valid distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.

- (2) In addition to above criteria, the bidder must have supplied minimum 285 nos Cylinder of Hydrogen Gas against one single contract/order in any of the preceding SEVEN years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase Order and proof of it's execution (proof of execution may included any one of execution certificate issued from purchaser/Invoice & proof of it's payment/inspection note etc.) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.

Bidders to note that a job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, 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 of the bidder) towards payment of statutory tax in support of the job executed for subsidiary/ fellow subsidiary/ holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

DOCUMENTATION

The bidder shall submit documentary evidence in support of meeting the BEC. All supporting documents submitted by bidder as evidence of meeting BEC shall be duly notarized by notary public. In absence of requisite documents including certified copies wherever asked for, BCPL reserves the right to consider the bid as non-responsive and shall be liable for rejection.

Bid Evaluation Methodology

The Quoted prices of all the techno commercially acceptable bidders which are including of all taxes & duties , packing & forwarding, loading charges, transit insurance & freight up to respective sites, as per Schedule Of Rate in Bid Document.

4.0 EMD/BID SECURITY

Rs. 24,500.00 (Rupees Twenty Four thousand Five Hundred only)

5.0 PRE-BID MEETING

- 5.1 Pre-bid Meeting shall be held at BCPL-ADMINISTRATIVE BUILDING. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of supply can be addressed during the meeting. While attending the pre-bid meeting, the representative should carry Authority Letter duly signed by the authorized person, as per format enclosed.
- 5.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach BCPL at least four days before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.

- 5.3 Non attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

6.0 GENERAL

- 6.1 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

- 6.2 Bidder can download the Bid Document from BCPL's website <http://www.bcplonline.co.in/>, GAIL's website <http://www.gailtenders.in/> & CPP Portal <http://eprocure.gov.in/cppp/>.

Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified.

- 6.3 Tender fee: **NOT APPLICABLE**

- 6.4 a) The firms registered with NSIC (under its single point registration scheme) will be exempted from the bid document fee provided they are registered for the items they intend to quote. The Government Department / PSUs will also be exempted from the payment of bid document fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are PSU and are eligible for getting bid documents free of cost.

b) Public Sector Undertakings and firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

c) Small Scale Industries registered with the NSIC under its single point registration scheme shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate.

- 6.5 Bid document is non-transferable.
- 6.6 BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- 6.7 BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 6.8 BCPL will follow purchase preference policy as per guidelines of Government of India in vogue.

- 6.11 **ZERO DEVIATION BIDS:** This is Zero Deviation bidding process. Bidder to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.
- 6.12 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.13 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL / BCPL and its PMC (i.e. EIL, Mecon, Tractebel and JP Kenny).
- 6.14 Bids sent through Fax/ E-mail/ Courier/ Computer floppy/CD/Pen Drive shall not be accepted.
- 6.15 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Yours faithfully,
for and on behalf of BCPL

(M J DUARAH)
Dy. Manager (C&P)

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

1. **SCOPE OF BID:**

- 1.1 The Purchaser as defined in the **General Condition of Contract** (GCC), hereinafter “the Purchaser” wishes to receive bids for the supply of goods as per tender document.
- 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in tender document.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. **ELIGIBLE BIDDERS:**

NOT APPLICABLE

3. **PRICE SCHEDULE:**

- 3.1 The bidders shall complete appropriate Price schedule furnished in the **Section IV** 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.

4. **BID PRICES:**

- 4.1 Bidders shall submit prices as per Price Schedule format at **Section IV.**
- 4.2 The delivery terms in case of overseas supplier shall be interpreted as per **INCOTERMS 2010.**

5 **BID CURRENCIES:**

- 5.1 Foreign bidders shall submit bid in home currency of bidder’s country or in US Dollars / EURO or in any other currency.
- 5.2 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) 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.
- 5.3 Currency once quoted will not be allowed to be changed.

6 **DOCUMENTS ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

NOT APPLICABLE

7 **PERIOD OF VALIDITY OF BIDS:**

- 7.1 The bid shall remain valid for acceptance for a minimum period of 120 days from the last date of bid submission.
- 7.2 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).

8 **BID SECURITY:**

Rs. 24,500.00

9 **ARITHMETIC CORRECTIONS:**

1.1.

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

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

9.3 When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

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

10 **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. The exchange rate prevailing the previous day of price Bid opening shall be considered for comparison of price of different vendors and currency conversion shall be done as per www.rbi.org.

11 **NOTIFICATION OF AWARD / FAX OF INTENT:**

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

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

1.2.

12 **AGENTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**

1.3. BCPL shall deal directly with the manufacturers/ principals without involving any Indian Agent. Further, as the nature of supplies in this case does not involve any after sales services, **NO INDIAN AGENT COMMISSION SHALL BE APPLICABLE/PAYABLE** for this tender.

13. **CORRUPT AND FRAUDULENT PRACTICES:**

1.4.

1.5. 13.1 BCPL requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the BCPL defines, for the purposes of this provision, the terms set forth below as follows:

1.6.

i) **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and

ii) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the BCPL, and includes collusive

practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BCPL of the benefits of free and open competition.

- 1.7. 13.2 The BCPL will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

13.3a) Bidder are 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 Bids and forfeiture of Earnest Money Deposit (Bid Security).

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

c) In case this issue of submission of false document comes to the notice after execution of order, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

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

14. **OWNER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The qty. indicated in tender document is tentative only. BCPL can order part quantity at it's sole discretion.

15. **PRICE-BID OPENING:**

The Purchaser shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno commercial bid evaluation.

16. **AWARD CRITERIA:**

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.

17. **LANGUAGE OF BID:**

The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by the 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. 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.

18. **ACCEPTANCE OF PURCHASE ORDER:**

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

19. **LATE BIDS:**

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

Telegraphic/Tele Fax/E-Mail offers will not be considered for evaluation.

20. **EVALUATION AND COMPARISON CRITERIA:**

a) **Domestic Bidders:** The evaluated price of domestic bidders shall include the following:

- i) Ex-works price quoted by the bidder(including packing, forwarding ,taxes and duties including custom duties, if any on the components and raw materials but excluding inland transportation to the purchasers site.)
- ii) Excise duty on the finished goods.
- iii) Sales tax /VAT on the finished goods (with form "C" for CST).
- iv) Less the cenvatable amount quoted for ED/CVD (for which documents to be provided to avail cenvat credit.)

b) **Foreign Bidders:** The evaluated price of foreign bidders shall include the following:

- i) FOB price quoted by the bidder.
- ii) SEA freight quoted by the bidder.
- iii) Insurance @ 0.1% of FOB price.
- iv) Landing charges @ 1% of CIF value.
- v) Prevailing merit rate of customs duty on (CIF + Landing charges)
- vi) Less the cenvatable duties viz.CVD.

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

Brahmaputra Cracker & Polymer Ltd.
 Administrative Blding, BCPL Project Site,
 Lepetkata-786006, Dibrugarh
 Assam

BIDDER NAME:		
NUMBER OF YEARS IN OPERATION:		
ADDRESS OF REGISTERED OFFICE:		
	CITY	DISTRICT
	STATE	PIN/ZIP
OPERATION ADDRESS IF DIFFERENT FROM ABOVE		
	CITY	DISTRICT
	STATE	PIN/ZIP
ADDRESS WHERE ORDER IS TO BE PLACED/ ISSUED		
	CITY	DISTRICT
	STATE	PIN/ZIP
Telephone Number	(Country Code) (Area Code) (Telephone Number)	
E-mail address		
Website		
Fax Number	(Country Code) (Area Code) (Telephone Number)	

ISO Certification, if any	{If yes, please furnish details}
Bid Currency	
Whether Supplier / Manufacturer Dealer/Trader/Contractor	
Type of Material Supplies	
Banker's Name	
Branch	
Branch Code	
Bank account number	
Excise Registration number	
Excise Range	
Excise Division	
Excise Collectorate	
Local ST No	
CST No	
PAN No.	
Whether SSI Registrant Or not	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2 BID FORM

To

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

After examining/reviewing the Bidding Documents for SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE we, the undersigned, are pleased to bid to execute the order in conformity with, the said Bidding Documents, including all Corrigendum and Addenda.

We confirm that this bid is valid for a period of 90 days from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the supplies 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.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

F-3A TECHNICAL BEC

CRITERIA	BIDDER'S RESPONSE	SUPPORTING PAGE OF THE BID DOCUMENT
Bidder should be a MANUFACTURER of Hydrogen Gas. or Authorized Distributor/Dealer of the manufacturer. In case bidder is a manufacturer, it must have valid documentary evidence for being a manufacturer [i.e, Company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in case bidder is an Authorized distributor / dealer, valid distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer .		
In addition to above criteria, the bidder must have supplied minimum 285 nos Cylinder of Hydrogen Gas against one single contract/order in any of the preceding SEVEN years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase Order and proof of it's execution (proof of execution may included any one of execution certificate issued from purchaser/Invoice & proof of it's payment/inspection note etc.) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC. Bidders to note that a job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, 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 of the bidder) towards payment of statutory tax in support of the job executed for subsidiary/ fellow subsidiary/ holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.		
A) copy of purchase order for supply of minimum 3 nos Chlorine Tonner submitted		
B) proof of execution like completion certificate, inspection note, any other document clearly mentioning the order qty., supplied qty. And date of completion of order		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-4

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

Ref.-----

Bank Guarantee No.-----

Date-----

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head
Office at----- (hereinafter called the Bidder) wish to participate
in the said tender for-----

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----2014 ----- at -----

WITNESS :

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date : _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by it's correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the BCPL at its address as mentioned at ITB under intimation to BCPL.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BCPL.

F-5 LETTER OF AUTHORITY

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

No.

Date:

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

F-6
NO DEVIATION CONFIRMATION

To,

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-7 CERTIFICATE

To,

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, a Fax of Acceptance / Purchase Order is issued to us for supply of CS LYE, the following certificate shall be automatically enforceable:

“We agree and acknowledge that the BCPL 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 BCPL 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 BCPL 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.”

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-8

DETAILS OF ORDERS OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE ALREADY EXECUTED IN THE LAST 7 YEARS

P.O. NO. & DATE	FULL POSTAL ADDRESS AND PHONE NO. OF CLIENT & NAME OF PERSON ISSUING THE ORDER	ORDER QTY.	VALUE OF ORDER (INCLUDING TAXES, DUTIES AND FREIGHT) [RS]	DATE OF COMPLETION OF ORDER	QTY. OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H ₂) IN CASCADE SUPPLIED

F-9
PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said ----- --which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of ` ----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ----- --and/or that any dispute or disputes are pending before any officer, tribunal or court.
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 save said but shall in all respects and for all

purpose 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 upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney Signature of a
person duly authorized to sign on behalf of
the Bank.

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pata.
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 BCPL.
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to GAIL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.

F-10

UNDERTAKING THAT CONTENTS OF BID DOCUMENT HAS NOT BEEN ALTERED OR MODIFIED

To,

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

The contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. against tender no..... dtd..... for (name of the job) have not been modified or altered by M/s(name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s (name of the bidder) at any stage, shall be liable for rejection.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-11

UNDERTAKING THAT ALL DOCUMENTS SUBMITTED WITH BID ARE TRUE AND GENUINE

To,

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

This is to certify that all documents submitted by M/s (name & address of the bidder) against Tender No *BCPL/DIB/C&P/2015/S/038/MD*, for supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s (name & address of the bidder) shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”..

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-12 CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

SL N O.	DESCRIPTION	BIDDER' S CONFIRMATION (CONFIRMED/NOT CONFIRMED)
1	Please indicate the complete name and address of the company on whom order is to be issued (in the event of order).	
2	Items description along with tentative required quantity (SECTION-V) of the tender has been submitted with the bid duly signed & stamped towards bidder's acceptance of the same.	
3	Currency of Quote	
4	Prices have been filled-up strictly as per Format given at SECTION VI	
5	Bidder confirms that freight charges upto Lepetkata has been quoted separately or included in the quoted rates (i,e, bidder has quoted prices on FOR Lepetkata Basis) in the schedule format.	
6	Confirm transit insurance is excluded from the quoted prices.	
7	Confirm submission of CENVAT invoice for full amount to enable BCPL to avail CENVAT benefit. In case of CVD, please indicate value/amount for which cenvat benefit to be availed by BCPL.	
8	If offer is based on certain imported raw materials required for materials offered, please note that Owner will not provide any import license for the same.	
9	Confirm acceptance of payment terms as per SCC of tender.	
10	Bidder confirms acceptance of Delivery Schedule as mentioned in the Special Conditions of Contract (SECTION-III) of the tender.	
11	Confirm that the quoted prices are valid for acceptance upto 120 days from the closing date of this enquiry.	
12	Acceptance of Price Reduction Schedule (PRS) clause as defined in SECTION III of tender.	
13	Bidder confirms acceptance to Guarantee / Warranty clause as mentioned in the Special Conditions of Contract (refer SECTION-III of tender).	
14	Confirmation that Security Deposit/Contract cum	

	Performance Bank Guarantee for 10% of total order value valid for 3 months beyond the expiry of contractual Guarantee /Warranty period shall be submitted within 15 days of receipt of order.	
15	Confirm whether REPEAT ORDER CLAUSE as per tender is acceptable (refer SECTION VI of tender)	
16	Confirmation that the quoted prices shall remain FIRM AND FIXED till completion of supplies	
17	Please indicate dispatch point.	
18	Bidder confirms acceptance of technical specifications and scope of supply as enumerated in tender document.	
19	Confirm acceptance to part order , i.e. BCPL can place order for lower quantity than tendered quantity.	
20	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.	
21	All terms and conditions of SCC (Special Conditions of Contract) placed at Section III of tender are acceptable to bidder.	
22	All terms and conditions of GCC (General Condition of Contract) placed at of tender are acceptable to bidder.	
23	MSDS (Material Safety Data sheet) has been submitted with bid.	
24	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the SELLER.	
25	CONTACT DETAILS: Name of Person, Designation, Phone no., Mobile no. & E-mail Id.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
AGREED TERMS & CONDITIONS

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & CONDITIONS

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person : _____ E-mail _____

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

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1.	Specify Despatch Point	
2.	a) Confirm that firm freight charges upto BCPL site(s) have been quoted in price bid.	
4.	Taxes & Duties: a) Quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document . b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability w.r.t the contract.	
5.	Excise Duty: a. Tarrif sub heading no. b. Present rate of Excise Duty included on finished products (including spares). c. Any variations in ED at the time of supplies for any reasons including variation due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser. d. In case (c) above is not acceptable, indicate max. rate	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	applicable.	
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4 a.	Clarify whether Excise Duty will be applicable on freight charges also.	
b.	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	
c.	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax: a. Specify CST/ LST /VAT included b. Indicate present rate : (For CST, concessional form shall be provided) c. Clarify whether Sales Tax will be applicable on freight charges also. In case Sales Tax is not applicable on freight charges presently, and d. if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. Only statutory variations, if any, in the present rate of e. CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor. If CST/LST/VAT is not applicable at present due to any reason, the f. same shall be borne by vendor if it becomes applicable later.	
8.	Owner can avail CENVAT Credit of excise duty and VAT applicable on Good furnished by the Bidder under the contract. Bidder shall furnish cenvatable documents as required to avail the same.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in delivery as specified in Special Conditions of Contract enclosed in BID Document. b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per it's discretion)	
11.	Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC on same rates, terms and conditions.	
12. a. b.	Performance Bank Guarantee: Confirm goods to be supplied by you shall be guaranteed for performance as per the General Conditions of Contract, Instructions to Bidders (ITB), Special Condition of Contract, and valid till full guarantee period plus 90 (ninety) days. i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank. ii) However, if Performance Bank Guarantee are furnished other than the Nationalized Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	
13.	Testing and Inspection charges: Quoted prices are inclusive of all testing and inspection charges as per tender	NOT APPLICABLE
14.	VALIDITY: Confirm that the offer shall be valid upto 120 days from the bid due date/extended due date.	
15. a) b)	Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) and Addendum to ITB for e-tendering. iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
16.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
17.	Please confirm you have not been banned or delisted by any	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	
18.	Please confirm your offer contains the following:	
18.1	<u>UNPRICED OFFER</u> Deviation sheet, if any.	
18.2	<u>PRICED OFFER</u>	
a.	Price Schedule.	
b.	Statement that all specification and terms & conditions are as per unpriced copy of offer.	
19.	Bidder confirms acceptance of Force Majeure clause, Arbitration/Resolution of Disputes clause and Applicable laws as specified in "GCC (Goods)", refer Section IIIA of tender	
20.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	
21.	Firm & Fixed prices: Bidder confirms that the basic Ex-works rate and freight charges quoted by them shall remain FIRM & FIXED till contract period.	
22.	Only statutory variation (if any), in the present rate of taxes and duties, <u>upto the contractual delivery period</u> shall be to BCPL's account (subject to documentary evidence to be furnished by the vendor). However, for any increase in taxes and duties, even if statutory, <u>beyond the contractual delivery period</u> , the same shall be borne by BCPL. However, if there is a decrease in the rates during this period, the benefit shall be passed on to BCPL. Bidder to confirm.	
23.	Bidder accepts PAYMENT TERMS as per tender (refer Section IIIB of tender document)	
24.	Bidder accepts DELIVERY SCHEDULE & CONTRACT PERIOD as per tender (refer Section IIIB of tender document)	
25.	Bidder accepts Guarantee clause as per defined in Section III of tender	
26.	Bidder confirms that freight charges upto LEPETKATA has been quoted separately and the freight charges are inclusive of all levies, etc. including service tax	
27.	Bidder agrees to submit the dispatch documents as listed at of Section III of tender	
28.	Whether bidder falls under MSMED Act (Micro Small Medium Enterprises) Act.	Yes / No

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14
DECLARATION

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been banned or delisted by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Holiday list of BCPL/GAIL or its PMC (i.e. M/s EIL, Mecon, Tractebel & J P Kenny).

We also confirm that the content of the Bidding Document including Corrigendum/Addendum (if any) have not been altered or modified.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

Note:

1. This certificate should be issued in the Letter Head of the Bidder.

F-15

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reasons for non- participation against the enquiry/ tender through e- mail/fax to concerned executive who issued the tender, by filling up the Format)

To,

..... (C&P)

.....

E-mail:

Fax :

Sub. *BIDDING DOCUMENT NO. BCPL/DIB/C&P/2015/S/038/MD FOR SUPPLY OF 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H₂) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M³ GAS IN EACH CYLINDER*

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code:

.....

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal / Stamp :

We are unable to bid for the reasons given below:

Reasons for non- submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-16
POWER OF ATTORNEY
(to be submitted on the letter-head of company)

Tender No.: _____

Item Description: _____

Name of Bidder: _____

"The undersigned _____ (Name of LEGAL PERSON, 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 (**both digitally and manually**), 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)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

F-17

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:

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepatkata-786006, Dibrugarh
Assam

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)

F-18

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2012, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK:

- 1) Supply of Hydrogen cylinders in cascade at BCPL, Lepetkata site of following specification –

Gas capacity	- Minimum 1540 m ³ per cascade. (Considering Minimum 220 Nos. Of cylinders with 7 m ³ gas in each cylinder)
Purity	- commercial grade or minimum 98% pure hydrogen
Water capacity	- 47.6 liters.
Pressure	- 140-150 bar. (including manifold)

- 2) The supplied hydrogen cylinders shall be supported by test certificate of chemical analysis of hydrogen for purity as per the specifications issued by any Govt. Recognized/Reputed laboratory/tested by own laboratory & certified by Quality In charge. The consignment without the proper test certificate will not be accepted.
- 3) Transportation and transit insurance will have to be arranged and borne by the Supplier.
- 4) Supplier is liable for safe transportation to and fro up to BCPL, Lepetkata site and contractor shall be responsible for any mishappening or accident during transportation.
- 5) Cascade controlling pressure at Outlet header should be 7 bar.

BCPL'S SCOPE OF SUPPLY:

- 1) BCPL will arrange necessary vehicle pass required for vehicle entry inside the plant.

Validity of the contractual period.:

- 1) Delivery: from the date of intimation by BCPL, the Cascade is required to be delivered within 15 days from the date of intimation.
- 2) Nos. of cylinders required in a single cascade is approx. minimum 220 considering 7 m³ gas in each cylinder i.e. approx 1540 m³ gas in 1 cascade.
- 3) Subsequent delivery of 2nd cascade of hydrogen cylinders will be made within three days on the basis of requisition by BCPL over telephone.
- 4) The quantity mentioned is tentative only. However actual requirement may be varied as per requirement.

Duration of Contract:

Contract period shall be Three Months from the date of FOI (Fax of Indent).

General Terms & Condition:

BCPL reserves the right to order the quantity beyond SOR on the same rate and terms/condition as per repeat order clause.

Terms of Payment:

- 1) Payment will be made to the supplier as per Schedule of Rates .
- 2) Payment shall be made to contractor within 30 days from the submission of the bill after deductions of taxes, if any as per contract.
- 3) No payment shall be made for any temporary work or work not mentioned in SOR.
- 4) All statutory deductions shall be made including TDS as applicable from time to time.
- 5) If at any time after accepting of contracts, the Client decide to increase/reduce the scope of contract or cancel the contract for any reason whatsoever, the authorized representative shall notify in writing to that effects to the contractor & the contractor shall have no claim of any compensation or otherwise whatsoever.
- 6) The quoted SOR is fixed and will not vary under any circumstances.
- 6) Transportation will have to be arranged and borne by the Supplier. However, Insurance shall be arranged & borne by BCPL.
- 7) Supplier is liable for safe transportation up to BCPL, Lepetkata site and contractor shall be responsible for any mishappening or accident during transportation.
- 8) RENT FREE PERIOD per cascade should be 15 days after receipt of Cascade at BCPL site. . Beyond 15 days the rental charges please be quoted in SOR.
- 9) In case quantity to be found shortage in any cylinder, in that case payment shall be made on pro-rata deduction basis.

9.0 DOCUMENTS TO BE SUBMITTED WITH EACH DSPATCH:

- 1) Commercial Invoice (Original)
- 2) Excise invoice (if applicable) to be sent alongwith the truck/tanker
- 3) Challan
- 4) Original LR
- 5) Test Certificate/Analysis report

10.0 SECURITY DEPOSIT-CUM-CPBG:

The successful bidder, within 15 days of the receipt of order/Letter of Intent, will be required to submit Security Deposit/Contract cum Performance Bank Guarantee for 10% of the total contract value (excluding taxes and duties) in the form of Bank Guarantee issued by 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 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.

The validity of Contract cum Performance Bank Guarantee shall be for 90 days beyond guarantee/warranty period of the goods supplied.

11.0 PRICE REDUCTION SCHEDULE:

In a supply contract, 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. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties but including freight.

12.0 REJECTION CRITERIA:

1. Non-Submission of EMD/Bid Security
2. Not meeting BEC of tender
3. Not quoting prices on 'F.O.T. Lepetkata' basis
4. Non-submission of FIRM & FIXED prices till completion of contract
5. Bid validity less than 120 days from the final due date of bid closing
6. Non-acceptance of Arbitration / Resolution of Dispute clause
7. Non-acceptance of Force Majeure clause
8. Non-acceptance of Applicable Laws clause

13.0 SUPPLY OF MATERIAL BY AUTHORIZED DEALERS/DISTRIBUTORS:

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H2) IN CASCADE from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

14.0 EARLIER DELIVERY:

If order is awarded at a higher rate for the sake of earlier delivery, the following provisions shall apply enabling GAIL to realize compensation for the extra cost due to delay in supply:

"It should be noted that if a contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the contractor will be liable to pay to GAIL the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights and remedies available to GAIL, under terms of contract."

In such cases, the following clause shall be incorporated in the purchase order:

"It should be noted that on your assurance of delivery of materials strictly as per agreed schedule, this order has been placed on you in preference to the lowest acceptable tender. In case of failure to complete supplies against this contract in terms thereof within the date of the delivery specified herein, you would be liable to pay to the GAIL (India) Ltd., the difference between the contract rates and those of the lowest acceptable tender, i.e., Rs. _____ per unit, notwithstanding the fact that the delay in supply may have been caused by force majeure. This is without prejudice to the right of the GAIL to recover all other losses and right of cancellation and repurchase at your risk and expense."

15.0 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. Submission of SD-cum-CPBG

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

C. Payment terms for Domestic bidders:

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

D. Rent free period (RFP) less than 15 days

<u>TERMS OFFERED BY THE BIDDER</u>		<u>PRICE LOADING</u>
(i)	When agreed for RFP of 15 days	No Loading
(ii)	When agreed for RFP for 'R' days, where 'R' is less than 15 days	To be loaded by – (15-R) x A x N, where A= Rent charges per day/Cascade N= No of Cascade required for accommodated 570 cylinders.

SECTION – IV

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATIONS

The technical specifications are provided below.

Hydrogen Specification

Hydrogen	98% V MIN.
CO ₂	0.5 PPM V MAX.
CO	0.5 PPM V MAX.
N ₂	2% V MAX.
Methane	0.1 V MAX.
Other Hydrocarbons	20 PPM V MAX.
ACETYLENE	5 PPM V MAX.
O ₂	0.5 PPM V MAX.
WATER	0.5 PPM V MAX.

SECTION – V

ITEM DESCRIPTION AND SCHEDULE

SL. NO.	ITEM DESCRIPTION	UNIT	QTY IN SINGLE LOT
1	Supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H ₂) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M ³ GAS IN EACH CYLINDER including all taxes and transportation charges.	Cylinders	570

TO BE FURNISHED BY BIDDER AGAINST EACH LOT:-

SL. NO.	ITEM DESCRIPTION	CONSIGNMENT DETAILS IN EACH LOT	ESTIMATED WEIGHT (IN KG)
1	Supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H ₂) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M ³ GAS IN EACH CYLINDER including all taxes and transportation charges.		

SECTION – VI

PRICE SCHEDULE (NON-QUOTE SOR)

PRICE SCHEDULE

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)												
TENDER NO: BCPL/DIB/C&P/2013/S/112/MD												
Bidder:					Currency							
Sl. No.	Item Description	UOM (Unit of measurement)	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=Col10 XCol4)	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 (if applicable)	13 (if applicable)
1	Supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H2) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M3 GAS IN EACH CYLINDER including all taxes and transportation charges.	Nos. of Cyl.	570	DO NOT QUOTE HERE								
2	Rental Charges Per Cascade per day beyond 15 days of rent free period.	Nos.	15	DO NOT QUOTE HERE								
	Unit price Ex Works (refer column 5 above) in words	DO NOT QUOTE HERE										
Cenvat invoice will be submitted								YES/NO				
Amount of Cenvat Benefit to be passed on to BCPL												
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.						(Signature of Authorized Person of Bidder) Name Designation Name of Organization						

PART – II

PRICE SCHEDULE (QUOTE SOR)

PRICE SCHEDULE

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)														
TENDER NO: BCPL/DIB/C&P/2015/S/038/MD														
Bidder:					Currency									
Sl. No.	Item Description	UOM (Unit of measurement)	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=Col10 XCol4)	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 (if applicable)	13 (if applicable)		
1	Supply of 570 NOS CYLINDERS OF GASEOUS HYDROGEN (H2) IN CASCADE CYLINDERS OF MINIMUM 220 NOS. WITH 7M3 GAS IN EACH CYLINDER including all taxes and transportation charges.	Nos. of Cyl	570											
2	Rental Charges Per Cascade per day beyond 15 days of rent free period.	Nos. of	15											
	Unit price Ex Works (refer column 5 above) in words													
Cenvat invoice will be submitted								YES/NO						
Amount of Cenvat Benefit to be passed on to BCPL														
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.						(Signature of Authorized Person of Bidder)								
						Name								
						Designation								
						Name of Organization								

