



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

**BID DOCUMENT No.:** BCPL/DIB/C&P/2014/S/130/SD

03/09/2014

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BID DOCUMENT FOR  
FOR SUPPLY OF **HYDROCHLORIC ACID (30%)** FOR DEMINERALIZATION PLANT OF BRAHMAPUTRA  
CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

PROCUREMENT UNDER LIMITED DOMESTIC  
COMPETITIVE BIDDING

Prepared & Issued By

OFFICE OF THE DY. GENERAL MANAGER (C&P)  
M/s. Brahma Putra Cracker & Polymer Ltd.  
“ADMINISTRATIVE BUILDING”, Lepetkata,  
BCPL-Project Site, P.O. Lepetkata  
Dibrugarh, PIN – 786006 (Assam)

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**Regd. Office:** Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)  
**Project Site Office:** Administrative Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam  
Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)  
**Project Execution office:** 3<sup>rd</sup> Floor, GTI; 24, Sector-16A; NOIDA–201 301: Tel: 0120-2513102, 011-26185941(Fax)

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**SECTION I**  
**CUT OUT SLIPS AND**  
**INVITATION FOR**  
**BIDS (IFB)**

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## **CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.:** BCPL/DIB/C&P/2014/S/130/SD

**Item:** FOR SUPPLY OF HYDROCLORIC ACID (30%) FOR DEMINARALIZATION PLANT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata, Dibrugarh, Assam.

**Due Date & Time**

**of bid submission:** Up-to 14.30 hrs (IST) on 19/09/2014

**Date and time**

**for opening of bids:** 15.00 hrs (IST) on 19/09/2014

**From:**

**to:**

|  |                                                                                                                                                                                                                                                |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | OFFICE OF THE DY. GENERAL<br>MANAGER(C&P)<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL), LEPETKATA<br>ADMINISTRATIVE BUILDING,<br>BCPL-PROJECT SITE, P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914635 |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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## **CUT-OUT SLIP**

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**From:**

**to:**

|  |                                                                                                                                                                                                                                      |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | OFFICE OF THE DY. GENERAL MANAGER<br>(C&P)<br>BRAHMAPUTRA CRACKER & POLYMER<br>LIMITED, LEPETKATA<br>ADMINISTRATIVE BUILDING,<br>BCPL PROJECT SITE, P.O. LEPETKATA<br>DIST –DIBRUGARH<br>PIN: 786006<br>ASSAM<br>PH NO.:0373-2914635 |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part –I)

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**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.:** BCPL/DIB/C&P/2014/S/130/SD

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**From:**

**to:**

|  |                                                                                                                                                                                            |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Office of the DY. General Manager(C&P)<br>M/s. Brahmaputra Cracker & Polymer<br>Limited, Lepetkata<br>BCPL –Project Site<br>Dist –Dibrugarh<br>PIN: 786006<br>ASSAM<br>Ph no.:0373-2914635 |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part-II)

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INVITATION FOR BIDS (IFB) UNDER LIMITED DOMESTIC COMPETITIVE BIDDING FOR SUPPLY OF HYDROCHLORIC ACID (30%) FOR DEMINARALIZATION PLANT FOR BCPL'S PETRO-CHEMICAL PLANT AT LEPETKATA, DIST : DIBRUGARH, ASSAM

**M/s. Brahmaputra Cracker & Polymer Limited** (A Government of India Enterprise) invites bids on Limited Domestic Competitive Bidding basis for Supply of HYDROCHLORIC ACID (30%) FOR DEMINARALIZATION PLANT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata, Dibrugarh, Assam under Two Bid two envelope system from Competent suppliers meeting the **BID EVALUATION CRITERIA** as mentioned in the RFQ as detailed herein:

**SALIENT FEATURES OF BID DOCUMENT:**

|        |                                                                 |                                                                                                                                                                            |
|--------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1  | Type of Enquiry, Mode of bid submission                         | Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.                                                                            |
| 1.2.2  | Bid Document No.:                                               | BCPL/DIB/C&P/2014/S/130/SD                                                                                                                                                 |
| 1.2.3  | Delivery schedule                                               | Refer Special Condition of Contract, Section –III B of the tender document.                                                                                                |
| 1.2.4  | Bid Documents available on website                              | NA                                                                                                                                                                         |
| 1.2.5  | Pre-Bid Meeting                                                 | 10/09/2014 on 15.00 hrs (IST)                                                                                                                                              |
| 1.2.6  | Last date and time for Submission of bid                        | 19/09/2014 up to 14.30 hrs (IST)                                                                                                                                           |
| 1.2.7  | Date and time for opening of un – priced bid at BCPL, Lepetkata | 19/09/2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days                                     |
| 1.2.8  | Place of submission of bid                                      | OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM |
| 1.2.9  | Earnest Money Deposit / Bid Security (Refundable)               | ₹. 22,000                                                                                                                                                                  |
| 1.2.10 | Venue for Opening of Un-priced bids                             | OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM |
| 1.2.11 | Contact Person                                                  | Sh. SAMRAT DUTTA, Dy. Manager (C&P)<br>E-mail: <a href="mailto:sdutta@bcplindia.co.in">sdutta@bcplindia.co.in</a>                                                          |

The bid will be submitted in 02 (two) parts as follows:

#### **PART –I: UN-PRICED BIDS (TECHNO-COMMERCIAL BIDS)**

The un-priced bid must be complete with all technical and commercial details other than rate. UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

**Part –II: Priced Bid:** It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

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

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

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

**Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.**

#### **TECHNICAL SPECIFICATION**

Refer SECTION IV.

#### **EARNEST MONEY DEPOSIT / BID SECURITY:**

As mentioned above

- However, PSUs & SSI are exempted from payment of EMD.

#### **GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-**

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

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

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

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

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

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

#### **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, 2006, the bidder shall submit the following:
    - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
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- 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/Bid Security is not applicable.

**PRE BID CONFERENCE:** A pre bid conference shall be held with bidders to have a detail discussion on specification, scope of work, service or any special requirement etc.

**PRICE BASIS:**

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

**DELIVERY/COMPLETION SCHEDULE:**

REFER SPECIAL CONDITION OF CONTRACT-SECTION III of tender

**VALIDITY PERIOD OF OFFER:**

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

**VAT / CST No.:**

Bidder must have valid sales tax registration no. and same should be indicated in the quotation. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

**Tender Fee:** Not Applicable

Bid document is non –transferable.

BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.

BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.

Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Bidder should not be under liquidation, court receivership or similar proceedings.

Bidders should not be black listed with any PSU /Govt. establishment.

Bid sent through other than Courier/post/personal delivery shall not be accepted.

**SECURITY DEPOSIT:**

NIL

**GUARANTEE/WARRANTY:** REFER SPECIAL CONDITION OF CONTRACT-SECTION III of TENDER.

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**INSURANCE:**

The transit insurance shall be within the scope of BCPL.

**Entry Tax:** Not Applicable.

**Fall Clause:** Not Applicable.

**DESPATCH INSTRUCTION:**

Dispatch intimation of 8 weeks shall be given for each Lot.

**TERMS OF PAYMENT:**

REFER SPECIAL CONDITION OF CONTRACT-SECTION III of tender.

**PRICE REDUCTION SCHEDULE (PRS):**

REFER SPECIAL CONDITION OF CONTRACT-SECTION III of tender

**FIXED PRICE:**

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

**LATE BIDS:**

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

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

**OPENING OF PRICED BIDS:**

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

**AWARD CRITERIA:**

The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

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

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

**JURISDICTION OF COURT:**

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

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**ARBITRATION:**

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

**FORCE MAJEURE:**

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

**Consignee Address:**

**Office of the Dy. General Manager (C&P)**

**Administrative Building,**

**Brahmaputra Cracker and Polymer Limited,**

**PO: Lepetkata,**

**District – Dibrugarh, Assam, India PIN – 786006**

**0373-2914635**

**BIDDER EVALUATION CRITERIA:- (BEC)**

- i) Bidder should be a manufacturer or authorized distributor / dealer of HYDROCHLORIC ACID (30%). In case, bidder is an authorized manufacturer it must submit valid notarized documentary evidence for being a manufacturer [i.e, ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.
- ii) In addition to above criteria, the bidder must have supplied minimum 40 MT of HYDROCHLORIC ACID against one single contract/order in any of the preceding SEVEN (07) years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase Order and proof of it's execution clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.

Bidder 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/copy of invoice / delivery / LR challan along with payment receipt for the PO, copy of letter / MoM from end user / client stating that PO was successfully executed, execution certificate from client / end user against PO, inspection clearance report from client / end user / appointed inspection agency of the client against the PO, final bill payment certificate, payment certificate against the 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.

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

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

Yours faithfully,

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

**SAMRAT DUTTA**  
**Dy. manager (Contracts & Procurement)**  
**E-Mail: [sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in)**  
**Ph no: 0373-2914635.**

# **SECTION II**

# **INSTRUCTIONS TO**

# **BIDDERS (ITB)**

**INSTRUCTIONS TO BIDDERS (ITB)**

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## **GENERAL**

### **1. SCOPE OF BID:**

- 1.1 The BCPL/Purchaser/Owner/BCPL as defined in the General Conditions of Contract hereinafter “the BCPL” wishes to receive bids as described in the Bidding Documents.
- 1.2 SCOPE OF BID: The scope of supply shall be as defined in the bidding document.
- 1.3 The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4 Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

### **2. ELIGIBLE BIDDERS:**

- 2.1 Documents Establishing Bidder’s Qualification
  - 2.1.1.1 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidders claim of meeting qualification criteria.
- 2.2 The invitation of bid is open to any bidder who meets the BEC (Bidder’s Eligibility Criteria).
- 2.3 A bidder shall not be affiliated with a firm or entity:
  - i. That has provided consulting services related to the work to the BCPL during the preparatory stages of the works or of the project of which the works form a part, or
  - ii. That has been hired by the BCPL as engineer for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by BCPL for corrupt or fraudulent practices as defined in ITB clause no. 40 and 44.
- 2.5 The bidder is not put on holiday by BCPL or its PMC (i.e. EIL etc.) or black listed by any Government Department/Public Sector on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.
- 2.6 The job executed by a bidder for its own concern/subsidiary shall not be considered as experience for Bid Evaluation Criteria.

### **3. ONE BID PER BIDDER**

- 3.1 A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2 Alternative bids are not acceptable.

### **4. COST OF BIDDING**

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BCPL, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

### **5. SITE VISIT**

- 5.1 The bidder is advised to visit and examine the site or/locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for

preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder’s own expense.

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- 5.2 The bidder or any of its personnel or agents will be granted permission by the BCPL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the BCPL and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

## **BIDDING DOCUMENTS**

### **6. CONTENT OF BIDDING DOCUMENT**

- 6.1 The bid documents is hosted on BCPL Websites and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB.
- 6.2 The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information all required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

### **7. CLARIFICATION ON BID DOCUMENTS**

- 7.1 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the BCPL in writing by e-mail/fax/post at mailing address indicated in the Bid Document.

### **8. AMENDMENT OF BID DOCUMENTS**

- 8.1 At any time prior to the deadline for submission of bids, the BCPL may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the BCPL website <http://www.bcplonline.co.in> and GAIL's website [www.gailtenders.in](http://www.gailtenders.in). All the prospective bidders who have raised queries (in writing) against bidding document shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s)/corrigendum (s)/clarifications issued/web hosted, before submitting the bid.
- 8.3 The BCPL may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

## **PREPARATION OF BIDS**

### **9. LANGUAGE OF BID**

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

## 10. DOCUMENTS COMPRISING THE BID

- 10.1 The bid prepared by the bidder shall comprise the following:
- 10.2 Envelope-I: **Superscribing "Techno-Commercial Un-price Bid (PART-I)"**
- 10.2.1 Part-I: Techno-commercial/Un-priced Bid shall contain the following:
  - a. Covering letter.
  - b. Technical specification sheet (Section IV) of tender, duly signed
  - c. Price Schedule with prices blanked out mentioning "Quoted/Not Quoted" against each item and shall mention other details like rate of taxes and duties etc. considered.
  - d. All format duly filled-in
  - e. Material Safety Data sheet (MSDS)
  - f. Any other information/details required as per Bidding Documents.
- 10.3 **Envelope II: Superscribing "Price Bid- (PART-II)"**  
Part-II shall contain original Schedule of Price duly filled in, signed on each page.

## 11. BID PRICES

- 11.1 The bidder shall quote prices on the appropriate format for "Price Schedule" enclosed as part of Bid Document.
  - 11.2 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 contractor on submission of documentary evidence for proof of payment to Govt. Authorities and after ascertaining its applicability w.r.t. the contract.
  - 11.3 The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the supply considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the supply as per scope of supply, specifications, standards, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
  - 11.4 Sales Tax form and Cenvatable invoice:
    - a) BCPL will issue form "C" against inter-state transaction.
    - b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty (if applicable) in all cases which shall be raised as per the details provided in detailed Order/Letter of Acceptance.
  - 11.5 **PRICE BASIS & SCOPE**  
The price should be quoted in Price Schedule as detailed below and break-up to be provided wherever sought for.
    - i) **Supplies:**  
Supply price of all goods on F.O.T. dispatch point (including packing & forwarding) basis.  
The Supply prices shall include the cost of imported raw materials components, if any, and customs & port clearance, customs duty, forwarding, handling and further transportation of their such built-in imported materials & components.
    - ii) **Inland Transportation:**
-

Transportation cost of all goods from Bidder's works/dispatch point up to Site(s), including handling, forwarding, loading on to trucks etc inclusive of Entry tax, Octroi & Service tax etc.

Unloading of goods at Site(s) shall be in the scope of BCPL.

- iii) Bidders shall indicate the following in Price Schedule:
- a) Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
  - b) Excise duty including Cess on the finished goods
  - c) CST (against form "C")/VAT on finished goods
  - d) Any other taxes, duties, levies, etc. mentioned by bidder in bid
  - e) Road freight charges from Seller's works to Pata inclusive of all taxes, duties, levies including service tax and cess thereon.
  - f) The minimum amount of cenvat benefit that bidder will pass on to BCPL
- iv) Excise Duty and CST against concessional form which will be payable on the finished goods, if this contract is awarded. Any statutory variation in Excise duty and Sales Tax/VAT on finished goods, if applicable, within the contractual delivery period shall be to BCPL's account against submission of the documentary evidence.
- Seller will be required to pass cenvat benefit to BCPL equivalent to the minimum amount/rate as mentioned by them in the priced bid (except when there is any statutory reduction in rate of taxes and duties during the contractual delivery period), failing which BCPL shall deduct the difference (i.e. Minimum amount/rate mentioned in price bid-Actual amount/rate passed on to BCPL) from the supplier's invoice.
- If seller provides cenvat benefit for an amount which is more than the minimum amount as mentioned by them in the priced bid (for any reason other than statutory change in rate of taxes/duties by Government of India), irrespective of date of delivery, then BCPL shall reimburse such amount at actual to the Seller, subject to reimbursement of CST/VAT or any other component as per the original ordered rate. However, if the increase in cenvat benefit is affected due to statutory change in rate of taxes/duties by Government of India within the contractual delivery period, then BCPL shall reimburse such amount at actual including corresponding increase in CST/VAT or any other component arising out of such increase.
- Any decrease in the rate of taxes & duties shall be passed on to the BCPL.

## **12. PERIOD OF VALIDITY OF BIDS**

- 12.1 The bid shall remain valid for acceptance for 120 days from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the BCPL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.
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### 13. EARNEST MONEY DEPOSIT/BID SECURITY

- 13.1 The bidder shall furnish, as part of its Bid, Security in the amount specified in the IFB.
- 13.2 The bid security is required to protect the BCPL against the risk of bidder's conduct which would warrant the bid security's forfeiture,, pursuant to clause 14.7 of ITB.
- 13.3 The bid security in Indian Rupees shall be in the form of Demand Draft/Banker's Cheque in favour of **M/s Brahmaputra Cracker and Polymer Limited**, payable at **Dibrugarh** (issued by Indian Nationalised/Scheduled bank) or in the form of an irrevocable Bank Guarantee in favour of **M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh** as per format enclosed at F-3.

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

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian schedule Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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 bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.

- 13.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be summarily rejected by BCPL as non-responsive.
- 13.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BCPL pursuant to clause 13 above.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 13.7 The bid security/EMD may be forfeited:
- 13.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 13.7.2 In case of a successful bidder, if the bidder fails:
- i) To accept the award in accordance with clause 34 of ITB or
  - ii) To accept the arithmetic corrections pursuant to clause 29 of ITB and/or
  - iii) To furnish the performance guarantee in accordance with Clause 38 of ITB
  - iv) In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering.
- 13.8 Bid security should be in favour M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh and addressed to BCPL. Bid security must indicate the bid document and the item for which the bidder is quoting. This is essential to have proper correlation at a later date. The bid security shall be as per Format F-3.
- 13.9 A) 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. Further, Public Sector Undertakings are also exempted from furnishing Bid Security.
-

B) 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.

#### **14. FORMAT AND SIGNING OF BID**

- 14.1 The bidder shall submit bid as per Clause 1.0 of IFB. THE PRICED BID SHALL NOT BE SUBMITTED WITH THE UN-PRICED BID.
- 14.2 The bid shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.
- 14.3 The bid shall contain no alternations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

#### **15. REJECTION CRITERIA:**

- 15.1 The following conditions/clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-
  - 1. Non-submission of EMD as per tender
  - 2. Bid validity less than 120 days from the final due date of bid closing
  - 3. Non-acceptance of delivery schedule as per tender
  - 4. Non-acceptance of payment terms
  - 5. Non-submission of FIRM & FIXED prices till completion of supplies
  - 6. Non-submission of prices on FOT site basis.
  - 7. Non-acceptance of security Deposit.
  - 8. Non-acceptance of Guarantee/Warranty clause
  - 9. Non-acceptance of Arbitration clause
  - 10. Non-acceptance of Force Majeure clause
  - 11. Scope of Work
  - 12. Specification
  - 13. Price Schedule / Schedule of rates
  - 14. Delivery / Completion Schedule
  - 15. Price Reduction Schedule
  - 16. Applicable Laws.
  - 17. Any other condition / clauses mentioned in the tender documents.
  - 18. Penalty/Compensation for delay
  - 19. Termination
  - 20. Time schedule

### **SUBMISSION OF BIDS**

#### **16. MARKING OF BIDS**

- 16.1 Bid shall be submitted in the following manner:
    - Part-I (in a sealed envelope): Techno-commercial/un-priced bid
    - Part-II (in a sealed envelope): Priced Bid

**Also refer clause 10 above.**
  - 16.2 All envelopes containing the documents in physical form required to be submitted by the bidder shall have 'Bid Document Number' and shall be addressed at address mentioned below.
-

OFFICE OF THE DY. GENERAL MANAGER (C&P)  
ADMINISTRATIVE BUILDING,  
BRAHMAPUTRA CRACKER & POLYMER LTD.  
PO – LEPETKATA  
DIBRUGARH-786006, ASSAM  
TEL: 0373-2914635

- 16.3 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required. If the envelope is not sealed and marked as above, the BCPL will assume no responsibility for the misplacement or premature opening of the bid.

#### **17. DEADLINE FOR SUBMISSION OF BID**

- 17.1 The Bid containing Part-I and II must be submitted within due date and time for bid submission as specified in clause 1.2.6 of IFB.
- 17.2 The BCPL may, in exceptional circumstances and at its discretion, on giving reasonable by e-mail/fax or any written communication to all prospective bidders who have raised the queries against this bidding document extend the deadline for the submission of bids in which case all rights and obligations of the BCPL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

#### **18. LATE BIDS/UNSOLICITED BIDS/BID SUBMISSION AT OTHER PLACE**

- 18.1 Bids received after the bid due date and time stipulated in the tender will be considered as late bids. Such bids shall not be opened and will be returned in unopened condition to the bidder.
- 18.2 Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening/evaluation/award and will be returned to such bidders.

#### **19. MODIFICATION AND WITHDRAWAL OF BIDS**

- 19.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission.
- 19.2 No bid shall be modified after the deadline for submission of bid.
- 19.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may lead to penal action against the bidder like putting such bidders on HOLIDAY.

### **BID OPENING AND EVALUATION**

#### **20. BID OPENING**

- 20.1 Un-priced Techno-Commercial bid opening:
- 20.2 The BCPL will open, in the presence of bidders' designated representatives, the un-priced part at date and time as stipulated in IFB at BCPL's address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 20.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the BCPL may consider appropriate will be announced by the BCPL.

#### **21. PROCESS TO BE CONFIDENTIAL**

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- 21.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders. Any effort by a bidder to influence the BCPL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

## **22. CONTACTING THE OWNER**

- 22.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the BCPL for any matter relating to the bid it should do so in writing.
- 22.2 Any effort by a bidder to influence the BCPL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

## **23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 23.1 Techno-Commercial Bid Evaluation.
- 23.2 The BCPL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.3 Prior to the detailed evaluation, the BCPL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 23.4 The BCPL will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the BCPL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- a) Overall completeness and compliance with the Technical Specifications, quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
  - b) Any other relevant factor, if any that the BCPL deems necessary or prudent to be taken into consideration.-
- 23.5 Requisite forms containing all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

## **24. PRICE BID OPENING**

- 24.1 The BCPL shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 24.2 The BCPL will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 The bidder's name, prices, and such other details as the BCPL, at its discretion, may consider appropriate, will be announced and recorded at the time of bid opening.

## **25. ARITHMETIC CORRECTIONS**

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- 25.1 The bids will be checked for any arithmetic errors as follows.
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
  - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
  - (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
  - (v) When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (4+6+7+8)-Column 9)] OR the Total unit rate quoted under column 10 of Section IIID (Part-B) of tender, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
  - (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
  - (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
  - (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
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- (ix) If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

25.2 If the bidder does not accept the correction of errors, it's bid will be rejected.

## **26. EVALUATION AND COMPARISON OF BIDS**

26.1 The evaluation of all the responsive bids to arrive at lowest acceptable bid shall be as under:

1. Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
2. (+) Excise duty including Cess on the finished goods'
3. (+) CST (against form "c")/VAT on finished goods
4. (+) Any other taxes, duties, levies, etc. mentioned by bidder in bid
5. (+) Road freight charges from Seller's works to Pata inclusive of all taxes, duties, levies including service tax and cess thereon.
6. (+) Commercial/Technical loading, (if any)
7. (-) Cenvat Credit to be passed on to BCPL (as mentioned by bidder in the price bid)
8. (-) If the item is entitled for avilment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.

Note: Taxes and duties as prevailing as on final date of submission of Technical (Un-priced bids) shall be considered for purpose of evaluation.

## **26.2 PREFERENCES**

Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.

### **a) Purchase Preference**

Purchase Preference to the products and services of Central/State Government/Public Sector, Enterprises and Public Sector Construction and Services Enterprises may be accorded in line with the instructions of the Govt from time to time.

### **b) Price Preference to Indigenous Supplier/Services over Imported Materials against International Competitive Bidding.**

The price preference to be given to the indigenous supplies/services over the imported ones will be governed in line with the instruction of the govt from time to time.

### **c) Price/purchase preference to the products of SSS**

The price preference to be given to the SSS will be governed in line with the instructions of the Govt from time to time.

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## **AWARD OF CONTRACT**

### **27. AWARD OF ORDER**

- 27.1 The BCPL will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the Bid Evaluation criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

### **28. QUANTITY VARIATION:**

**Refer clause no.3 of Section III of tender (Special Conditions of Contract)**

### **29. BCPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

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

### **30. NOTIFICATION OF AWARD**

- 30.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing that his bid has been accepted. The notification of award/Fax of Acceptance will constitute the formation of the Contract.
- 30.2 The Delivery/Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).
- 30.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of your bid and bidding document.  
Bidder will be required to confirm receipt of the same by returning "copy of the FOA duly signed and stamped by the bidder as a token of acknowledgement to BCPL.

### **31. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):**

Please refer clause no.12 of Section IIIA of tender document (General Conditions of Contract).

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of delivery of last lot. The tentative period of delivery of last lot is October'2014.

### **32. CORRUPT AND FRAUDULENT PRACTICES**

- 32.1 The 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:
- 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 practice 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.

- 32.2 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:
- 32.3 The BCPL will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.

**33. ORDER OF PRECEDENCE**

- 33.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts- Goods. Where any portion of Special Conditions of Contracts and General Condition of Contract- Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods, only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Condition of Contract-Goods.

**34. Submission of False/Forged documents:**

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

**35. Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another.**

Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another, the Arbitration shall be as follows:

“In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be

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nominated by Secretary, Department of Legal Affairs ("Low Secretary") in terms of the Office Memorandum No. 55/3/1/75-CF, dated the 19<sup>th</sup> December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

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# **FORMS AND FORMATS**

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**F-1**  
**BIDDER'S GENERAL INFORMATION**

To

BRAHMAPUTRA CRACKER AND POLYMER LIMITED,  
P.O. LEPETKATA, PIN-786006  
DISTRICT – DIBRUGARH  
ASSAM

1-1 Bidder Name:

\_\_\_\_\_

1-2 Number of Years in Operation:

\_\_\_\_\_

1-3 Address of Registered Office:

\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above:

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Address where order  
Is to be placed/ issued:

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-6 Telephone Number:

\_\_\_\_\_

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address:

\_\_\_\_\_

1-8 Website:

\_\_\_\_\_

1-9 Fax Number:

\_\_\_\_\_

(Country Code)

(Area Code) (Telephone Number)

\_\_\_\_\_

**F-1**

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Bid Currency \_\_\_\_\_

1-12 Port of shipment \_\_\_\_\_

1-13 Whether Supplier / \_\_\_\_\_  
Manufacturer \_\_\_\_\_  
Dealer/Trader/Contractor \_\_\_\_\_

1-14 Type of Material Supplies : \_\_\_\_\_

1-15 Banker's Name : \_\_\_\_\_

1-16 Branch : \_\_\_\_\_

1-17 Branch Code : \_\_\_\_\_

1-18 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

1-19 Excise Registration number : \_\_\_\_\_

1-20 Excise Range : \_\_\_\_\_

1-21 Excise Division : \_\_\_\_\_

1-22 Excise Collectorate : \_\_\_\_\_

1-23 Local ST No. : \_\_\_\_\_

1-24 CST No. : \_\_\_\_\_

1-25 PAN No. : \_\_\_\_\_

1-26 Whether SSI Registrant Or not : \_\_\_\_\_

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

---

**F-2**  
**NO DEVIATION CONFIRMATION**

TO,  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED,  
P.O. LEPETKATA, PIN-786006  
DISTRICT – 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

Ref.-----

Bank Guarantee No.-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

(SIGNATURE)  
(NAME)

(OFFICIAL ADDRESS)

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.
-

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE  
CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE  
(PERFORMANCE SECURITY) - UNCONDITIONAL**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Ref.:

Bank Guarantee No.:

Date:

To,

Brahmaputra Cracker & Polymer Limited  
Dibrugarh, Assam. INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s\_\_\_\_\_ having principal office at \_\_\_\_\_(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No.\_ \_\_\_\_\_dated\_\_\_\_\_and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of Rs.\_\_\_\_\_for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality\_\_\_\_\_to Owner/Purchaser.

We (bank) \_\_\_\_\_having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to \_\_\_\_\_without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or

thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO \_\_\_\_\_ (Rs. / US DOLLAR / EURO \_\_\_\_\_) AND it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Dated      The \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

WITNESS:

(SIGNATURE)  
NAME

(SIGNATURE)  
NAME  
BANK RUBBER STAMP

(NAME)  
(OFFICIAL SEAL)

Designation with bank stamp  
Plus Attorney as per Power  
Of Attorney/Resolution Board of  
Directors

Date:

---

**F-5**  
**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.

| SL NO. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                         | STATUS (Submitted / Not Submitted) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1      | Bidder has submitted the Technical Specification & Scope of supply placed at Section IV of tender, duly signed by authorized signatory with company seal affixed as token of acceptance                                                                                                                                                                                                             |                                    |
| 2      | Bidder has submitted the format F-6 (Agreed Terms and Conditions)                                                                                                                                                                                                                                                                                                                                   |                                    |
| 3      | Bidder has submitted price bid strictly as per the format enclosed with tender (SECTION V)                                                                                                                                                                                                                                                                                                          |                                    |
| 4      | Bidder has submitted EMD / Bid Bond. In case bidder is registered with NSIC and is claiming exemption, then bidder to submit Attested/Notarized copy of NSIC certificate with un-priced bid clearly showing the item category and monetary limit upto which they have been registered (c) PSU's are exempted from submission of EMD. Bids without EMD/NSIC Certificate shall be summarily rejected. |                                    |
| 5      | Bidder has submitted un-priced bid and price bid separately and has not mentioned prices in un-priced/technical bid                                                                                                                                                                                                                                                                                 |                                    |
| 6      | Copy of the Price Schedule/SOR sheet (with the words 'QUOTED / NOT QUOTED' in the various columns) has been submitted with un-priced bid                                                                                                                                                                                                                                                            |                                    |
| 7      | Bidder has submitted their bid (priced and un-priced in separately sealed envelopes and covered in a larger envelope duly sealed) and submitted the same thru courier/post/hand delivered at Lepetkata, Dibrugarh                                                                                                                                                                                   |                                    |
| 8      | Bidder has submitted MSDS (Material Safety Data sheet) of the quoted item                                                                                                                                                                                                                                                                                                                           |                                    |
| 9      | All formats duly filled-in have been submitted duly signed by authorized person(s) with un-priced bid                                                                                                                                                                                                                                                                                               |                                    |

Place:  
Date:

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

**F-6****BRAHMAPUTRA CRACKER AND POLYMER LIMITED****AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)**

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 Dispatch Point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |
| 2.      | 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.                                                                                                                                                                                                                                                |                                 |
| 3.      | <b>Inland transit Insurance:</b><br>Prices quoted <b>excludes</b> Inland transit insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |
| 4.      | <b>Taxes &amp; Duties:</b><br>a) Quoted prices shall be deemed to be inclusive of applicable taxes, duties, levies, etc. strictly accordance with the terms and conditions specified in BID Document. all in<br><br>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.      | <b>Excise Duty:</b><br>a. Tarrif sub-heading no.<br><br>b. Confirm the present rate of Excise Duty (in %) considered in the price bid<br><br>c. Confirm acceptance of variation in tax/duties as stipulated under clause no. <b>11.5 (iv) of Section II</b> of tender document.                                                                                                                                                                                                                                                                    | a.<br><br>b. .... (%)<br><br>c. |

| SL. NO. | DESCRIPTION                                                                                                                                                                                                                                                                                  | VENDOR'S CONFIRMATION |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 6.1     | Please indicate following break-up<br>a) Cenvatable Excise Duty<br>b) Non Cenvatable Excise Duty                                                                                                                                                                                             | .....%<br>.....%      |
| 6.2     | The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance.<br><br>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.      | <b>Sales Tax:</b><br>Specify CST/ VAT                                                                                                                                                                                                                                                        |                       |
| a.      |                                                                                                                                                                                                                                                                                              |                       |
| b.      | Confirm the present rate of CST <b>against form 'C'</b> (in %) / VAT (in %) considered in the price bid:                                                                                                                                                                                     | ..... (%)             |
| c.      | Clarify whether Sales Tax will be applicable on freight charges also.                                                                                                                                                                                                                        |                       |
| d.      | In case Sales Tax 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.                                                                    |                       |
| e.      | Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.                                                                                           |                       |
| f.      | If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.                                                                                                                                                             |                       |
| 8.      | Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by them in the price bid. Otherwise, BCPL shall deduct the differential amount as stipulated under clause no. <b>11.5 (iv) of Section II</b> of tender document.          |                       |
| 9.      | <b>Price Reduction on delay in delivery:</b><br>a) Confirm acceptance of price reduction schedule for delay in completion period specified in Special Conditions of Contract enclosed in BID Document.<br>b) In case of delay, vendor will reduce the invoice amount by applicable reduction |                       |
| 10.     | <b>Part Order:</b><br>Confirm acceptance to <b>Part Order</b> (i.e. BCPL can place order for lower quantity than tendered quantity as per it's discretion)                                                                                                                                   |                       |
| 11.     | <b>Repeat Order:</b><br>Confirm acceptance of <b>REPEAT ORDER</b> within 6 (six) months as per GCC                                                                                                                                                                                           |                       |

| SL. NO.                                 | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | VENDOR'S CONFIRMATION |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 12.                                     | <b>Performance Bank Guarantee (for successful bidder):</b><br>Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format <b>F-4 and clause 7 of Section III of tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| 13.                                     | <b>VALIDITY:</b><br>Confirm that the offer shall be valid upto 120 days from the bid due date/extended due date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| 14.<br>a)<br><br><br><br>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.<br><br>Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation:<br><br>i) General Conditions of Contract (Goods)<br>ii) Invitation for Bid (IFB)<br>iii) Instructions to Bidders (ITB)<br>iv) Special Conditions of Contract<br><br>Deviation to Terms & Conditions shall lead to rejection of offer |                       |
| 15.                                     | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 16.                                     | Please confirm you have not been banned or delisted by any 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.                                                                                                                                                                                                                                                                                                                                                                               |                       |
| 17.<br><br>17.1<br><br>17.2<br>a.<br>b. | Please confirm your offer contains the following:<br><br><u>UNPRICED OFFER</u><br>Deviation sheet, if any.<br><br><u>PRICED OFFER</u><br>Price Schedule.<br>Statement that all specification and terms & conditions are as per unpriced copy of offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| 18.                                     | The quoted rates shall remain <b>FIRM &amp; FIXED</b> till complete execution of order/Contract period, whichever is earlier                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 19.                                     | Bidder has not taken any deviation to the Technical Specification sheet placed at <b>Section IV of tender</b> . The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| 20.                                     | Bidder accepts <b>PAYMENT TERMS</b> as per tender (refer Section III of tender document)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| 21.                                     | Bidder accepts <b>DELIVERY SCHEDULE</b> as per tender (refer Section III of tender document)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 22.                                     | Bidder accepts <b>Guarantee clause</b> as per as per <b>tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |

| SL. NO. | DESCRIPTION                                                                                                                                                                                                                                                                                               | VENDOR'S CONFIRMATION |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 23.     | Bidder accepts <b>Arbitration/Resolution of Dispute clause</b> as defined in <b>Section IIIA of tender</b>                                                                                                                                                                                                |                       |
| 24.     | Bidder accepts <b>Force Majeure clause</b> as defined in <b>Section IIIA of tender</b>                                                                                                                                                                                                                    |                       |
| 25.     | Bidder agrees to submit the dispatch documents as listed at <b>clause 9 of Section III of tender (in the event of order)</b>                                                                                                                                                                              |                       |
| 26.     | Bidder confirms that they have not asked for any advance payment                                                                                                                                                                                                                                          |                       |
| 27.     | Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges upto Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service tax                                                                                          |                       |
| 28.     | Whether bidder falls under MSE Act.                                                                                                                                                                                                                                                                       |                       |
| 29.     | Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index                                                                                                                                                                           |                       |
| 30.     | Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of bid has been initialled and stamped by the authorized person                                                                                                                                              |                       |
| 31.     | Does your organization have an environment policy?                                                                                                                                                                                                                                                        |                       |
| 32.     | Does your organization have ISO 14001 certification, if so, since when?                                                                                                                                                                                                                                   |                       |
| 33.     | Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?                                                                                                                                                                                           |                       |
| 34.     | Details of any award received in the field of Environment, Safety and Health.                                                                                                                                                                                                                             |                       |
| 35.     | Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws |                       |
| 36.     | Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection               |                       |

Place:  
of Bidder]

Name:

[Signature of Authorized Signatory

Date:

Designation:

Seal:

**SECTION III**

**SPECIAL**

**CONDITIONS OF**

**CONTRACT (SCC)**

---

## **ANNEXURE-I**

### **DELIVERY SCHEDULE / PACKING INSTRUCTION / MODE OF TRANSPORT / SPECIFICATIONS FOR PROCUREMENT OF MORPHOLINE**

#### **1. Delivery Schedule:**

Delivery schedule is as follows:-

- 1) 1<sup>st</sup> LOT - 1st Road tanker containing 20 MT should be supplied immediately (15 days) after placement of PO.
- 2) Supply of 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> lot Road Tanker containing 20 MT each will depend upon the requirement and should be reached at site immediately within 15 days after intimation of requirement from BCPL & rate should be valid for a period of 9 months from the date of PO.

#### **2. Supply Period:**

Material shall be taken within a period of six months which is extendable up to another 3 months.

#### **3. Packing:**

The material shall be supplied in Road Tanker of capacity 20MT each.

#### **4. Guarantee/Warranty:**

Confirmation that the GOODS shall be guaranteed against non-conforming specifications/quality for a period of 12 months from the date of dispatch of the required quantity in each lot. If at any point of time, the material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by the SELLER at his own cost and material replaced immediately.

# SECTION IV

## **TECHNICAL SPECIFICATIONS**

The technical specifications of Hydrochloric Acid (30%) are provided below.

1. Hydrochloric Acid (30%) as per IS:265-1993  
Formula: HCl  
Total acidity (as HCl) percent by mass, min 30.0  
Residue on ignition, Max 0.10  
Sulphates (as H<sub>2</sub>SO<sub>4</sub>) 0.10  
Iron as Fe, Percent by mass Max. 0.02  
Free Chlorine, Max 0.02  
Mercury as Hg, ppm by mass, max 3.0

## **INSPECTION / CERTIFICATE OF ANALYSIS**

Each supply (Lot) of material shall be accompanied by MSDS and Certificate of Analysis (COA). COA should be in line with BCPL's required specification. Supplier should submit manufacturer's test certificate along with each consignment, clearly indicating the relevant parameters on the letter head from the manufacturer with proper company seal.

**DECANTATION OF MATERIAL:-** Decantation of tanker shall be done by BCPL.

---

**SECTION V**  
**NON – QUOTED**  
**PRICE SCHEDULE**  
**PART-A**

---

**SECTION – V**  
**PRICE SCHEDULE**

TENDER NO.: BCPL/DIB/C&P/2014/S/130/SD

BID FOR SUPPLY OF **HYDROCHLORIC ACID (30%)** FOR DEMINARALIZATION PLANT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

**QUOTED AMOUNT IN INR**  
**QUANTITY IN MT**

| SL. NO. | UOM                     | QTY. (IN MT) | UNIT RATE         |                   | EXISE DUTY IN %   | CST (AGAINST FORM-C)/ VAT | FREIGHT           | MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL | TOTAL UNIT RATE PER MT ON FOT LEPETKATA | TOTAL AMOUNT = TOTAL UNIT RATE PER MT X QTY. |
|---------|-------------------------|--------------|-------------------|-------------------|-------------------|---------------------------|-------------------|---------------------------------------------------|-----------------------------------------|----------------------------------------------|
|         |                         |              | IN FIG.           | IN WORDS          |                   |                           |                   |                                                   |                                         |                                              |
| 1       | 2                       | 3            | 4                 | 5                 | 6                 | 7                         | 8                 | 9                                                 | 10                                      | Column11=Column10 x Column 4                 |
| 01.     | HYDROCHLORIC ACID (30%) | 80           | DO NOT QUOTE HERE | DO NOT QUOTE HERE | DO NOT QUOTE HERE | DO NOT QUOTE HERE         | DO NOT QUOTE HERE | DO NOT QUOTE HERE                                 | DO NOT QUOTE HERE                       | DO NOT QUOTE HERE                            |

**Note:**

NAME OF BIDDER: \_\_\_\_\_

PLACE:(SIGNATURE OF BIDDER & COMPANY SEAL)

DATE:

**SECTION V**  
**QUOTED**  
**PRICE SCHEDULE**  
**PART-B**

## PRICE SCHEDULE

TENDER NO.: BCPL/DIB/C&P/2014/S/130/SD

BID FOR FOR SUPPLY OF **HYDROCHLORIC ACID (30%)** FOR DEMINARALIZATION PLANT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

**QUOTED AMOUNT IN INR  
QUANTITY IN MT**

| SL.<br>NO. | UOM                        | QTY.<br>(IN<br>MT) | UNIT RATE |          | EXISE<br>DUTY IN<br>% | CST<br>(AGAINST<br>FORM-C)/<br>VAT | FREIGHT | MINIMUM<br>AMOUNT OF<br>CENVAT CREDIT<br>PASSED ON TO<br>BCPL | TOTAL UNIT<br>RATE PER MT<br>ON FOT<br>LEPETKATA | TOTAL AMOUNT =<br>TOTAL UNIT RATE<br>PER MT X QTY. |
|------------|----------------------------|--------------------|-----------|----------|-----------------------|------------------------------------|---------|---------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------|
|            |                            |                    | IN FIG.   | IN WORDS |                       |                                    |         |                                                               |                                                  |                                                    |
| 1          | 2                          | 3                  | 4         | 5        | 6                     | 7                                  | 8       | 9                                                             | 10                                               | Column11=Column10<br>x Column 4                    |
| 01.        | HYDROCHLORIC<br>ACID (30%) | 80                 |           |          |                       |                                    |         |                                                               |                                                  |                                                    |

### Note:

NAME OF BIDDER: \_\_\_\_\_

PLACE :{ SIGNATURE OF BIDDER & COMPANY SEAL}

DATE: