



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2013/M/006/ND

Date: 16/07/2013

To,

**BID DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY OF HIGH SPEED DIESEL
FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED , LEPETKATA, DIBRUGARH**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Central Warehouse”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609/611*

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INVITATION FOR BIDS (IFB)

Dear Sir

Brahmaputra Cracker and Polymer Limited invites sealed bids from eligible bidders for ANNUAL RATE CONTRACT for supply of High Speed Diesel as per detailed specifications indicated in Technical Specification of this Tender Document under single stage two-bid system.

1. The salient terms & conditions of the bid are stated below:

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/2013/M/006/ND
1.2.3	Bid documents available on Website	From 9.00 hrs on 16/07/2013 on www.bcplonline.co.in and www.gaitenders.in .
1.2.3	Delivery schedule	Annual Rate Contract(ARC) shall be valid for 01 Year from the date of P.O
1.2.4	Pre-Bid Meeting	23/07/2013 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	02/08/2013 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	02/08/2013 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.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Not applicable
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Neeta Dutta, Dy.Manager (C&P) E-mail: neeta.dutta@bcplindia.co.in Ph. No. +91-373-2914611/09

2.0 Bid Document is non-transferable. Bidder must submit the bid directly.

Any bidder who meets the Bid Evaluation Criteria (BEC) as per Annexure –I to this IFB i.e. “BID EVALUATION CRITERIA (BEC)” and wishes to quote against this tender may download the bidding document from BCPL and GAIL’s website.(www.bcplonline.co.in/www.gailtenders.in/) and submit the Bid complete in all respect as per terms & conditions of bid on or before the due date.

All bids received against this tender, either from short listed bidders or from bidders who submit their bid based on tender document downloaded from web site, shall be evaluated as per the BEC and provisions of tender document.

3.0 Bidder to note that taking deviation to following clauses of tender documents lead to Rejection of their bids:

- a) Firm Price (Discount mentioned in SOR will be fixed)
- b) Price Schedule
- c) Period of Validity of Bid
- d) Arbitration/Resolution of Dispute
- e) Force Majure
- f) Applicable Law
- g) Any other condition specifically mentioned in the tender documents else where that non-compliance of the clause lead to rejection of the bid.

4.0 Bidder must submit the copy of Power of Attorney of the signatory to the Bidding Document.

5.0 The Bid Document calls for offers on single point “Sole Bidder” responsibility basis. Order will be placed on the “Sole Bidder” alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of work as specified in Bid Document.

6.0 The bid should be prepared by the “Sole Bidder” and should be sent to BCPL directly. BCPL reserves the right to reject offers made by intermediaries/ representatives.

7.0 EMD , Performance Guarantee and Price Reduction clauses are not applicable against the instant tender.

9.0 Bidder must ensure submission of all forms & formats starting from F-1 & F2 duly filled , signed & stamped along with their offer .

10.0 Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of the price bid opening.

11.0 BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

12.0 BCPL reserves the right to allow Purchase preference to as admissible under the prevailing policy

13.0 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 along with the following document.

i) Power of Attorney.

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.**

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.

14.0 Bids should be valid for 3 months from the bid due date.

In the event that terms and conditions stipulated in the General Purchase Condition deviate from terms and conditions stipulated in the other part of the tender document, the latter shall prevail.

THIS IS NOT AN ORDER.

Yours faithfully,

for and on behalf of Brahmaputra Cracker and Polymer Limited

[Neeta Dutta]

Dy. Manager (C&P)

Cell No.: 8011117266

Annexure-I to Invitation For Bid (IFB) Bid Evaluation Criteria (BEC)

Annexure-1

Bid Evaluation Criteria

- i) Bidder should be a Public Sector Oil Company or dealers of Public Sector Oil Company. Bidder has to submit Authorized Dealership Certificate duly notarized by Notary Public along with bid.
- ii) Bidder (Filling Station) must be based in Dibrugarh and Authorized Dealer for supply of High Speed Diesel in Dibrugarh (Assam).

Evaluation Methodology:

In case of more than one techno commercially acceptable bidders are found Lowest [L1], the P.O/ARC shall be placed to one L1 bidders whose outlets shall be at nearest distance from Brahmaputra Cracker & Polymer Limited , Lepetkata, Dibrugarh .

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2013/M/006/ND

Item: BID DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY OF HIGH SPEED DIESEL FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED , LEPETKATA, DIBRUGARH

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 02/08/2013

Date and time for opening of bids: 15.00 hrs (IST) on 02/08/2013

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA CENTRAL WAREHOUSE, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914611
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

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

INSTRUCTIONS TO BIDDERS (ITB)

1. Eligible Bidders

1.1 Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder.

1.2 This Invitation for Bids is open to pre-qualified bidders as well as other bidders who meet BEC.

1.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

1.4 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.

1.5 The bidder is not put on holiday by GAIL or black listed by any Government Department/ Public Sector.

2 Documents Establishing Bidder's Eligibility and Qualification

2.1 Bid Evaluation Criteria

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

2.2 Bidders Eligibility Criteria

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

3 Language of Bid

3.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

4 Period of Validity of Bids

4.1 The bid shall remain valid for acceptance for four (3) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

4.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post / e-mail).

5. Amendment of Bidding Documents

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

5.2 Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents.

Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.

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

6. Pre-Bid meeting

6.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

6.2 The bidder is requested to submit their queries /clarifications of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

6.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

7. Late Bids

7.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

8. Bid Opening

8.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

8.1.1 The Purchaser will open bids (Part-I) in the presence of bidders' designated representatives who choose to attend, at date, time as stipulated in IFB. The bidder's representatives who are present shall submit the authorization letter & sign bid-opening register evidencing their attendance.

9 Price-Bid Opening

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

9.2 The PURCHASER will open price bids of all bidders notified to attend price bid opening, in the presence of authorized bidders' representatives.

10 Arithmetic Corrections

10.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) 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.

- (c) 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.
- (d) 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.

11 Purchase Preference

11.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

12 Award Criteria

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

13 PURCHASER's Right to Vary Quantities at Time of Award

13.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease the quantity of MATERIAL specified in the Material Requisition, without any change in unit price or other terms and conditions.

14 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids

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

15 Acceptance of Purchase Order

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

16 Corrupt or Fraudulent Practices

16.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

a) defines, for the purposes of this provision, the terms set forth below as follows :

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-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)

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

1-11 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____ (Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address	:	_____

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

- B) Details of Contact person:

(i) Postal Address	:	_____

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

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

General Conditions of Contract: GENERAL PURCHASE CONDITIONS:

- 1. Consignee:** C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006.** Any expenditure and /or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
- 2.** Quotation, , duly sealed & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 14:30 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 15:00 hrs in the presence of tenderers / authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected. BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
- 3.** Local Sales Tax and Central Sales **Tax/VAT/TIN** registration nos. must be mentioned in the quotation.
- 4.** Rates should be given according to unit mentioned in RFQ and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- 5.** The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
- 6.** Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
- 7.** Revised offer or post-bid modification of offer after the opening date will not be considered.
- 8.** The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
- 9. Price Reduction Schedule for delayed delivery:**
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight)]. In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the

SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum up-to 5% of the total order value.

10. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable)**. Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

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

If the response to the above is 'Yes', the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government."

11. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 06 months from the date of expiration of the Seller's entire obligations, under the contract.

12. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier.

The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

13. Warranty :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of dispatch, whichever is earlier.

14. Payment terms:

100% Payment will be released within 30 days of receipt and acceptance of material/ installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

15. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (C&P) BCPL, Lepetkata, Dibrugarh immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

16. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

17. Dispatch Documents:

Transit Risk Insurance shall be arranged by the Seller. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods. The dispatch documents shall consist of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage / wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

18. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BCPL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

19. Limitation of Liability:

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

20. Repeat Order:

Purchaser reserves the right within 06 (Six) months of order, to place repeat order up to 50% of ordered quantity.

21. Termination of Contract:

The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s) Specified in Contract; or
- b) If the Seller fails to perform any other obligation(s) under the Contract and
- c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL against any type of tender of tender not their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

22. 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 disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller. The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber 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, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above 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 Purchaser 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 conditions, the Seller or the Purchaser shall not be liable for delays 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, as stated elsewhere.

23. Resolution of Disputes / ARBITRATION:-

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager/Officer-in-Charge (OIC) of BCPL whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BCPL, Lepetkata and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati

25. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.
26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.
27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
 - i) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) Will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

Note: EMD, Security Deposit/Performance Bank Guarantee and Price Reduction clauses are not applicable against the instant tender.

Price Evaluation:

Evaluation of bids shall be done on item wise L-1 (lowest-price) bidder basis.

Note:

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

General Information:

Consignee address:

BRAHMAPUTRA CRACKER & POLYMER LIMITED,
CENTRAL WARE HOUSE,
P.O. – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

Forms C-Form for concessional rate of CST/ Sales Tax will not be given by Purchaser.

Inspection At site by BCPL

Transit Insurance Shall be arranged by supplier.

Guidelines for Scrutiny / Comparison of Bids

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

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) 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.
- (c) 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.

(d)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.

Price Reduction Schedule for delayed delivery

Not Applicable

Tender Document:

All pages of the bid to be signed and sealed by authorized person of the bidder.

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.
 - 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

CONTRACT PERIOD:

The contract for supply of diesel shall be valid for a period of **one year** i.e. 12 months from the date of award of purchase order,

REPEAT ORDER:

50% of the ordered quantity may be reordered on the same rates, terms and conditions of contract during the delivery period including any extension thereof or within six months from the date of original supply order, whichever is later.

TERMINATION OF CONTRACT

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days Notice to the Agency.

PRICE BASIS

FOT supplier Petrol Pump.

BCPL will send the vehicle for filling up of diesel .

TRANSPORTATION:

Transportation of diesel shall be not in the scope of the bidder.

PAYMENT TERMS:

100% payment shall be released within 15 days from the date of receipt of HSD and submission of Bill to BCPL. All bills shall be submitted to BCPL by the Vendor/agency along with all diesel delivery Voucher/slip and payment will be made after verification of all Voucher's/slips by BCPL.

DELIVERY SCHEDULE

As per BCPL requirement.

DIESEL PRICE:

Diesel price are subject to Govt. notification and shall be applicable as per prevailing rate in Dibrugarh Assam the time of delivery. Vendor shall submit a copy of such notification from time to time along with the bill.

Vendor has to mention this rate in column 'e' of SOR.

For filling up this SOR vendor can consider the rate of diesel on *issuance of RFQ ie 16/07/2013.*(This will vary from time to time as per Govt notification)

If any discount, vendor has to mention in column 'f' in % age which will be fixed for entire period of contract.

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced part of Bud/offer. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl. No	Description	Bidder's Confirmation
1	Bidder's details	
a	Name	
b	Full Address	
c	Tel No	
d	Fax No.	
e	Email	
f	Name & designation of the person signing the bid	
2	Validity of Bid {Should be valid for Three (3) months from bid due date}	
3	Confirm that all correspondence will be in English language only	
4	Confirm acceptance of Payment terms mentioned as in Special condition of contract.	
5	Quantity Variation	
	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
6	Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
7	Confirm the acceptance of repeat order clause as mentioned in special condition of contract.	
8	Complete documents duly signed and stamped on each page	
9	Confirmation of quoting firm prices till validity period of offer .	

Bidder confirms that in case of conflicting version of various terms & conditions at different places in his offer the confirmation furnished at above shall be considered over-riding and final.

SCHEDULE OF RATES (SOR)

Part -I

UN-PRICE SCHEDULE/UN-PRICED SCHEDULE OF RATES

NAME OF BIDDER:

BID DOCUMENT NO. : BCPL/DIB/C&P/2013/M/006/ND

Bid Title : Limited Domestic Competitive Bidding

Item : Annual Rate Contract for Supply of HSD

S.No	Material Description	QTY	UOM	Unit of Rate (Rs)	Discount (%) per unit	Unit rate(Rs) (after discount)	Amount (Rs)
a	b	c	d	e	f	g	h=g X c
1	HIGH SPEED DIESEL	23400	Ltrs				
	Total						

Note:

Diesel price are subject to Govt. notification and shall be applicable as per prevailing rate in Dibrugarh Assam the time of delivery. Vendor has to mention this rate in column 'e' of above SOR.

For filling up this SOR vendor can consider the rate of diesel on issuance of RFQ ie 16/07/2013 (This will vary from time to time as per Govt notification)

If any discount, vendor has to mention in column 'f' in % age which will be fixed for entire period of contract.

ABOVE PRICES ARE INCLUSIVE OF FREIGHT AND TAXES/DUTIES.

Signature:	
Name:	
Office Seal:	

Part -II

PRICE SCHEDULE/ PRICED SCHEDULE OF RATES

NAME OF BIDDER:

BID DOCUMENT NO. : BCPL/DIB/C&P/2013/M/006/ND

Bid Title : Limited Domestic Competitive Bidding

Item : Annual Rate Contract for Supply of HSD

S.No	Material Description	QTY	UOM	Unit of Rate (Rs)	Discount (%)on per unit	Unit rate(Rs) (after discount)	Amount (Rs)
a	b	c	d	e	f	g	h=g X c
1	HIGH SPEED DIESEL	23400	Ltrs				
	Total						

Note:

Diesel price are subject to Govt. notification and shall be applicable as per prevailing rate in Dibrugarh Assam the time of delivery. Vendor has to mention this rate in column 'e' of above SOR.

For filling up this SOR vendor can consider the rate of diesel on issuance of RFQ ie 16/07/2013 (This will vary from time to time as per Govt notification)

If any discount, vendor has to mention in column 'f' in % age which will be fixed for entire period of contract.

ABOVE PRICES ARE INCLUSIVE OF FREIGHT AND TAXES/DUTIES.

Signature:	
Name:	
Office Seal:	

*****END*****