



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/430/AS

Date: 1st Feb 2016

**BID DOCUMENT FOR PROCURMENT OF CONTROL VALVES OF ECU & PPU
FOR BCPL, LEPETKATA**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahmputra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)*

Contact Person-Avanti Sharma

Ph No-0373-2914609/635

[Email-avanti@bcplindia.co.in](mailto:email-avanti@bcplindia.co.in)

**If tender is to be hand dropped, for entry into BCPL Premises you may please contact in the
Intercom No of Avanti Sharma from the CISF gate**

Intercom No-1387

Regd. Office: Hotel Brahmputra 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: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under **TWO BID system** for Procurement of Control Valves of ECU & PPU for BCPL, Lepetkata as detailed below in complete accordance with enclosed tender document:

1. 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/2015/S/430/AS
1.2.3	Bid documents available on Website	From 14.00hrs on 01/02/2016 on www.bcplonline.co.in and www.gaitenders.in ; http://eprocure.gov.in/cppp/
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT
1.2.4	Pre-Bid Meeting	09/02/2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	19/02/2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	19/02/2016 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, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 1, 75,000/-
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Avanti Sharma, Sr. Officer (C&P) E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914609/635

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.**

EMD must be submitted along with un-priced part. Failure to submit EMD along with PART-I will lead to non-evaluation of offer.

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.

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

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.

Bids should be sent through courier agencies catering in this area preferably First Flight/DTDC/Speed post.

2. BID EVALUATION CRITERIA (BEC):

- 2.1.1 Bidder shall be a manufacturer of Cryogenic control valves used in Oil & Gas industry. The bidder should provide a copy of manufacturing license or copy of company registration/ISO certification/NSIC/SSI certificate or any other authentic document establishing the bidder as the manufacturer of offered make/product.
- 2.1.2 Bidder must have experience for supplying of Control valves in a single order value not less than Rs. 44 lacs (inclusive of all taxes and duties) in any of the preceding seven years reckoned from the day of un-priced bid opening.
- 2.1.3 The bidder must submit copy of complete purchase order along with proof of execution (i.e. copy of Inspection certificate/execution certificate issued from client /final bill payment certificate/copy of invoice along with copy of LR or payment certificate against the invoice or any other document establishing proof of supply) clearly mentioning PO reference no. on the same, towards proof of meeting the BEC.
- 2.1.4 Documentary evidence must be submitted certifying that the supplied make and model of control valves and actuator has completed a minimum of 4000 hours of successful operation.
- 2.1.5 **All documents submitted towards bid evaluation criteria shall be duly certified by Chartered Engineer as well as Notary Public with legible stamp.**

2.1.5 In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted work execution certificate to this effect issued by end user/owner along with the order copies. The execution certificate shall have details like work order no. /date, brief scope of work, ordered & executed value of the job etc.

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

2.1.7 Non-Compliance to above BEC shall hold the bid liable for rejection.

The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

NOTE TO BEC- BCPL may or may not seek any clarifications regarding documents against BEC after Technical bid opening, hence bidder must submit proper/relevant documents against BEC duly certified by Chartered Engineer and Notary Public , and failing of which offer is liable for rejection.

3) TECHNICAL SPECIFICATION (Attached Separately): REFER ANNEXURE-I

4) EARNEST MONEY DEPOSIT / BID SECURITY: AS PER CLAUSE 17 OF ITB

5) ARITHMATIC CORRECTION :-AS PER CLAUSE 30 OF ITB

6) 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.

7) SERVICE TAX: - NOT APPLICABLE

8) PUBLIC PROCUREMENT POLICY (PPP), 2012: AS PER ITB CLAUSE 33

9) PRE-BID MEETING: As per Clause-18 of ITB

10) PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

11) DELIVERY/COMPLETION SCHEDULE:

Materials will be delivered to BCPL site within 24 weeks from date of placement of PO. Date of dispatch will be treated as date of delivery.

12) VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should **not be less than 90 days** from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

13) 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.

14) GENERAL

- 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.

15) SECURITY DEPOSIT: As per Clause-12 of GCC Goods.

16) GUARANTEE/WARRANTY: NOT APPLICABLE

17) INSURANCE: Transit Insurance shall be arranged and paid by BCPL.

18)Entry Tax: If applicable, will be paid by BCPL

19)Fall Clause: Not Applicable.

20)DESPATCH INSTRUCTION:NA

21)TERMS OF PAYMENT:

100% payments shall be made within 30 days after receipt and acceptance of materials at our site.

22)PRICE REDUCTION SCHEDULE (PRS):

As per Clause No-26 of GCC

23) 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.

24)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.

25)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.

26)AWARD CRITERIA:

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

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

The OWNER 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.

28)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.

29) 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.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the 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 the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

30) FORCE MAJEURE: AS PER CLAUSE 29 OF GCC

31) REJECTION CRITERIA: AS PER CLAUSE 28 OF ITB

32) LOADING CRITERIA

1. Payment terms:
 - i) As per tender-Nil
 - ii) In case payment terms is upto 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site- 2%.
 - iii) 100% payment through bank against dispatch documents (after deduction of applicable PRS)-10%
 - iv) Any other terms-rejection

33) REPEAT ORDER CLAUSE-As per GCC goods Clause No-41

34) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) Special Conditions Of Contract
- iii) Instruction to bidders

iv) General conditions of contracts (Goods)

35) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along-with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

If you require any further information, feel free to contact me.

Yours faithfully,

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

**Avanti Sharma
Sr. Officer (Contracts & Procurement)
E-Mail: avanti@bcplindia.co.in
Ph no: 0373-2914609/635**

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/430/AS

Item: PROCURMENT OF CONTROL VALVES OF ECU & PPU FOR BCPL, LEPETKATA

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 19/02/2016

Date and time for opening of bids: 15.00 hrs (IST) on 19/02/2016

From:

to:

	M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA CONTRACTS AND PROCUREMENT DEPARTMENT ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635/609
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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

INSTRUCTIONS TO BIDDERS (ITB)

SECTION II

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- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 Scope of Bid:

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

2.0 Eligible Bidders:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 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 Request for Quotation.
- 2.3 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.4 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of RFQ, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.6 The bidder is not put on holiday by BCPL or black listed by any Government Department/ Public Sector including BCPL.

3.0 One Bid per Bidder:

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

4.0 Bid Evaluation Criteria:

The Bid Evaluation Criteria (BEC) is as per **Clause 2 of RFQ**. The bids of only those bidders

shall be considered for further evaluation and award, which meet BEC in totality and have submitted sufficient of meeting BEC.

5.0 Cost of Bidding:

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

B. BIDDING DOCUMENTS

6.0 Content of Bidding Documents:

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

Section I.	Request for Quotation (RFQ)
Section IB	Cut-Out Slip
Section II	Instruction to Bidder (ITB)
Section III	Special Conditions of Contract
Section IV	Forms and Formats
Section V	Technical Specification
Section VI	Schedule of Rates
Section VII	General Conditions of Contract

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

7.0 Clarification of Bidding Documents:

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

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

8.0 Amendment of Bidding Documents:

8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own

initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda/corrigenda.

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

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

C. PREPARATION OF BIDS

9.0 Language of Bid:

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

10.0 Documents Comprising the Bids:

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Documents against BEC
- (C) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning “QUOTE/NOT QUOTED”) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately
- (D) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
- (E) All other Forms & Format of Section IV (including F1, F2, F3, F4, F5, F6, F-7, F-8,.) duly filled
- (F) Complete Tender Document duly signed
- (G) All technical and commercial details other than the rate/price, bidder willing to submit
- (H) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.

PART-II: PRICE BID [PRICE SCHEDULE]

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the “Price Schedule”

No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be

stipulated / submitted in Priced bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

11.0 BID FORM & PRICE SCHEDULE:

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

12.0 BID PRICES:

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

12.2 Bidders shall indicate the following separately (as per Price Schedule)

A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods)

B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.

C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL’s account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

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

12.3 Fixed Price:

Prices quoted by the bidder shall be firm and 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.

13.0 BID CURRENCIES:

13.1 Domestic bidders may submit bid in Indian Rupees.

14.0 DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per RFQ)

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

14.2 Bidders Eligibility Criteria

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid

and its qualification to perform the contract if its bid is accepted.

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

14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

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

In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor. Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

15.0 DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:

- a) Detailed description of the essential technical and performance characteristics of the goods;
- b) A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16.0 PERIOD OF VALIDITY OF BIDS:

16.1 The bid shall remain valid for acceptance for **90 days** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required

to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17.0 EMD / BID SECURITY:

17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at State Bank of India, Main Branch, Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

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

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

17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-40 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-41.

17.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i)to accept the Purchase Order in accordance with ITB Clause-40 or

ii)to furnish Performance Guarantee in accordance with ITB Clause-41

iii)to accept correction of errors pursuant to ITB Clause-30

c)If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.

17.8 Bid Security should be in favor of Brahmaputra Cracker & Polymer Ltd and addressed to

BCPL. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

17.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.

Public Sector Undertakings.

Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

Small scale Industries units registered with the NSIC, under its single point registration scheme.

18.0 PRE-BID MEETING:

18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.

18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.

18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.

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

19.0 FORMAT AND SIGNING OF BID

19.1 The documents of the bid shall be typed or written in indelible ink and 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 typed or printed 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.

19.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialized by the person or persons signing the bid.

20.0 ZERO DEVIATION:

20.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Purchase , Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that BCPL may not seek any technical and commercial clarifications after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

21.0 AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE

Not applicable

D. SUBMISSION OF BIDS

22.0 **SEALING AND MARKING:** Please refer IFB.

23.0 DEADLINE FOR SUBMISSION OF BID:

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

24.0 LATE BIDS:

24.1 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.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

25.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

25.2 No bid can be modified after the deadline for submission of bids.

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

26.1 The Purchaser will open bids (Part-I) including withdrawals and modifications made pursuant to Clause 25 of ITB), at date, time as stipulated in IFB.

27.0 PROCESS TO BE CONFIDENTIAL:

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

27.1.2 CONTACTING THE PURCHASER

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

27.1.3 PRELIMINARY EXAMINATION OF BIDS:

Techno-Commercial Bid Evaluation:

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

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

No deviation, whatsoever, is permitted in the Bidding Documents.

The Purchaser will carry out a detailed evaluation of the bids previously determined to be

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

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- (c) Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

27.1.4 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 30 Bids not conforming to Bid Evaluation Criteria and technical specifications/requirements shall be rejected.

28.0 REJECTION CRITERIA:

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

- i) Non- Compliance of BEC
- ii) Non-submission of EMD
- iii) Bid Validity lesser than specified period in tender
- iv) Non-acceptance of delivery period
- v) Non acceptance of Guarantee / Warranty
- vi) Non-submission of Firm and Fixed Price
- vii) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up)
- viii) Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender
- ix) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.
- x) Any deviation to scope of supply, specification, SCC etc.
- x) Any other deviation to terms and conditions mentioned elsewhere in the tender, which leads to rejection of bid.

29.0 PRICED BID OPENING:

- 29.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation.
- 29.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.
- 29.3 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

30.0 ARITHMETIC CORRECTION

- 30.1 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+9)-Column 10)] OR the Total unit rate quoted under column 11 of Section V (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.
- (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.

If the bidder does not accept the correction of errors, its bid will be rejected.

31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each SOR :

- a. Ex-works price quoted by the bidder
- b. (+)Packing & Forwarding (if any) as quoted
- c. (+) Excise Duty & Educational cess
- d. (+) Sales tax against form C or without concessional Form / VAT
- e. (+)Transportation charges up to site as quoted
- f. **(+) Charges for Installation & Commissioning including service tax (if any)**
- g. (+)Inspection/testing charges or any other charges/taxes/duties mentioned by the bidder in price schedule format.
- h. (+) Commercial/Technical loading, (if any)
- i. **(-) Amount of ED & Service Tax mentioned above or amount of Cenvat benefit against ED and Service tax to be passed on to BCPL, whichever is lower (refer Price schedule).**

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

Bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit. In case the % or the amount of cenvat benefit is not mentioned (left blank) then same shall be considered as included and the ED mentioned will be taken as the cenvat benefit to be passed on to BCPL

The evaluated price of all the bidders as above shall be compared together to arrive at the lowest offer as per F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any) (-) cenvat benefit as mentioned above.

*NOTE: Price has to be quoted strictly in the price schedule format only with all desired break-up i.e. Ex-works, taxes, duties, freight etc for Indian Bidder.
The bid will be rejected in case written as actuals or to pay extra*

32.0 PURCHASE PREFERENCE:

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

33.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises AND accordingly Bid submitted by MSEs shall be processed as under :

- i) Issue of Tender Documents to MSEs free of cost.

- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) 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 L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 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 of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above. **(This tendered item is splittable)**
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the 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 .
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) 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.
- viii) 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.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India

- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission.

SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER.

34.0 CENTRAL EXCISE DUTY

- 34.1 The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission. Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence / invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and Cess thereon within the contract period (except on account of variation / change in the turnover of contractor), the same shall be paid by BCPL against documentary evidence.
- 34.2 In case the bidder procure the material from a vendor / sub-vendor for onward delivery to BCPL, Lepetkata, then the name of the bidder may appear as 'buyer' and the name, address & details of BCPL, Lepetkata, shall appear as 'Consignee' on the Excise Invoice so as to enable BCPL, Lepetkata, to avail CENVAT Credit.
- 34.3 The supplier shall mention the following particulars of BCPL, Lepetkata on the Excise Invoice. Besides following, if any other particulars of BCPL, Lepetkata as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the Invoice.
- 34.4 The supplies shall be accompanied with proper Excise Invoice as required under the Central Excise Law as applicable on the date of dispatch.
- 34.5 The bidder shall hand over the proper Invoice to BCPL, Lepetkata in order to enable BCPL to avail CENVAT Credit. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to BCPL, wherever applicable. In case BCPL losses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise

have been availed by BCPL, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

F. AWARD OF CONTRACT

35.0 Post Qualification:

- 35.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial (not applicable in this tender), technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

36.0 AWARD CRITERIA:

- 36.1 Subject to ITB Clause 26, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

39.0 NOTIFICATION OF AWARD / FAX OF INTENT:

- 39.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of notification of award / Fax of Intent.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-41, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

40.0 ACCEPTANCE OF PURCHASE ORDER:

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

41.0 PERFORMANCE GUARANTEE:

- 41.1 Within 30 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Purchase Conditions** in the form provided in the bidding documents.
- 41.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 41.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 41.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 41.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Purchase Conditions.
- 41.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of these 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.

43.0 INCOME TAX LIABILITY:

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

41. Corrupt or Fraudulent Practices

Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ies.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt/fraudulent/collusive/coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

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

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with BCPL for a period specified in para

B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency shall not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of funds committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice’ shall prevail.

41. Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly

SECTION IV**FORMS AND FORMATS**

Sr. No.	Form No.	Description
1.	F-I	ACKNOWLEDGEMENT CUM CONSENT LETTER
2.	F-2	BIDDER'S GENERAL INFORMATION
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING
4.	F-4	BID FORM
5.	F-5	CHECK LIST
6.	F-6	NO DEVIATION CONFIRMATION
7.	F-7	PROFORMA OF BANK GUARANTEE FOR GUARANTEE FOR BID SECURITY / EMD
		INSTRUCTIONS FOR FURNISHING BID SECURITY / EMD
8.	F-8	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE
9.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE
10.	F-9	AGREED TERMS AND CONDITIONS

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

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

To,
Dy. General Manager (C&P)
Brahmaputra Cracker and Polymer Limited
PO. Lepetkata, Dist. Dibrugarh, Assam
TEL# 0373-2914609

**SUBJECT: PROCURMENT OF CONTROL VALVES OF ECU & PPU FOR BCPL,
LEPETKATA**

Dear Sir,

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

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

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

(i) Postal Address :
.....
(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Website .

B) Details of Contact person:

(i) Postal Address :
.....
(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile No.- :

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

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

Submission date

☐ Any other reason (please specify)

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

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 Bid Currency

1-12 Place of dispatch _____
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:

BIDDER'S QUERIES FOR PREBID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh,
 Assam (India)
 Phone: +913732914609/635

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER: _____

BID FORM

F-4

To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +913732914609/635

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

We confirm that this bid is valid for a period of Three (03) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

CHECK LIST OF DOCUMENTS

F5

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

To,
Dy. General Manager (C&P), BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914609

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

- 1) EMD Details: DD [] BG []
No... Date..... Amount-Rs..... Validity.....
- 2) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted along with un-priced bid [Page-]
- 3) No Deviation Certificate [Page-]
- 4) Power of Attorney in the name of the signatory to the Bidding Document [Page-]
- 5) Duly filled-in and signed Agreed Terms and Conditions [Page-]
- 6) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. [Page-]
- 7) Confirm bid is submitted Under Two Bid System
[YES/NO]
- 8) Bidder has signed and stamped the Volume-II/II of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]
- 9) Domestic Bidders only: Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit. [YES/NO]
- 10) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document.
[List out all such requirement and submissions] [Page-]
----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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
 150 days (One hundred & fifty 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 -----2013 ----- 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

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 its correspondent bank in India on requisite non-judicial stamp paper.

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.

The bank guarantee by bidders will be given from bank as specified in ITB.

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.

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.

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

(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 ` _____ 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 not withstanding 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 ` . / US\$ / EURO \_\_\_\_\_ ( ` . / 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)
Date-

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

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

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

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 ELSE WHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1	Specify Despatch Point	
2	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	Inland transit: Prices quoted excludes Inland transit insurance	
4	Taxes & Duties : applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in	

	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	
5	a. Tarrif sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/ duties as stipulated under clause no. 12 of Section II of tender document.	 (%)
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	% %
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4	a) Clarify whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c) Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax:	
	a) Specify CST/ VAT	
	b) Confirm the present rate of CST against form 'C' (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, up-to 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 in Section II of tender document.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in completion period specified in Clause 26 of General Conditions of Contract-Goods b) In case of delay, vendor will reduce the invoice amount by applicable reduction	
10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)	
11.	Repeat Order: Confirm acceptance of REPEAT ORDER as GCC Clause-41	
12.	Performance Bank Guarantee (for successful bidder): 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 F-7.	NOT APPLICABLE IN THIS TENDER
13.	VALIDITY: Confirm that the offer shall be valid up to 90 days from the bid due date/extended due date.	
14.	a) 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.	
	b) Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Request for Quotation (RFQ)	
	iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract	

	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.	Please confirm your offer contains the following: <u>17.1 UNPRICED OFFER</u> Deviation sheet, if any. <u>17.2 PRICED OFFER</u> a) Price Schedule. Statement that all specification and terms & conditions are as per b) un- priced copy of offer.	
18.	The quoted rates shall remain FIRM & FIXED till complete execution of order/ Contract period, whichever is earlier	
19.	Bidder has not taken any deviation to the Technical Specification sheet placed at Section V of tender . The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
20.	Please confirm the Payment terms as accepted by you	
	100 % payment within 30 days of receipt and acceptance of materials at a) site.	
	90% payment against submission of dispatch documents through bank(after deduction of applicable PRS) and balance 10 % within 30 days of receipt and acceptance of materials at site. Bank charges to respective accounts.	
	100 % payment against exchange of dispatch documents through bank	
21.	Bidder accepts DELIVERY SCHEDULE as per RFQ	
22.	Bidder accepts Guarantee /Warranty clause	NOT APPLICABLE IN THIS TENDER
23.	Bidder accepts Arbitration/Resolution of Dispute clause as defined in GPC	

24	Bidder accepts Force Majeure clause as defined in Section-II of tender.	
25	Bidder confirms that they have not asked for any advance payment.	
26	Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges up-to Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service Tax.	
	Whether bidder falls under MSE Act.	
27	Whether documentary evidence for the same has been submitted duly certified by Chartered Accountant/Statutory Auditor as per Clause 8 of RFQ	
28	Whether MSE is owned by SC/ST Entrepreneurs	
	Whether documentary evidence for the same has been submitted duly certified by Chartered Accountant/Statutory Auditor as per Clause 8 of RFQ	
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 along with Un-priced part of bid Has been initialed 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	

37	Bidder confirms that acceptance to terms and conditions as confirmed here, over-rides all terms and conditions at other parts as well as the deviation to terms and conditions submitted by bidder. Non-acceptance of terms and conditions of tender after placement of PO based on terms and conditions stated at other parts will not be accepted by BCPL. Terms and conditions in PO will be based on confirmation in this section only and any deviations if taken must be clearly stated in this section only. No changes in terms and conditions will be allowed after placement of PO if deviations have not been mentioned in Agreed terms and conditions. Please confirm	
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SECTION-V

(Specifications for Control Valves as per attached Annexure)

(Attached Separately)

1. Annexure-B1: Specifications for procurement against 113-FV-6203 (SOR SI No-1)
2. Annexure-B2: Specifications for procurement against 113-FV-6851 (SOR SI No-2)
3. Annexure-B3: Specifications for procurement against 113-FV-7404 (SOR SI No-3)
4. Annexure-B4: Specifications for procurement against 113-FV-7501 (SOR SI No-4)
5. Annexure-B5: Specifications for procurement against 113-PV-6402 (SOR SI No-5)
6. Annexure-B6: Specifications for procurement against 113-TV-6901B(SOR SI No-6)
7. Annexure-B7: Specifications for procurement against 113-TV-6902B (SOR SI No-7)
8. Annexure-B8: Specifications for procurement against 113-PV-9202(SOR SI No-8)
9. Annexure-B9: Specifications for procurement against 115-FV-1405 (SOR SI No-9)
10. Annexure-B11: Specifications for procurement against 113-FV-6233 (SOR SI No-11)
11. Annexure-B12: Specifications for procurement against 113-FV-6234 (SOR SI No-12)
12. Annexure-B13: Specifications for procurement against 113-TV-6233 (SOR SI No-13)
13. Annexure-B14: Specifications for procurement against 118-PV-2405A (SOR SI No-14)

SECTION-VI

SCHEDULE OF RATES

SCHEDULE OF RATE (SOR)-UN-PRICED BID

(BIDDER TO MENTION AS “QUOTED” IN UN-PRICED SOR)

Sl. No.	Valve Tag No.	Description of Material	UOM	Qty	Per Unit Price (Rs)		P&F (Rs)	Excise Duty (Rs)	VAT / CST (Rs)	Freight (Rs)	Total Unit Rate (Rs)	Cenvat benefit against ED	Total Amount (Rs)
				A	In Figures B	In Words	C	D	E	G	H=(B+C+D+E+G)	I	J=(H*A)
1	113-FV-6203	88-41325	No	1									
2	113-FV-6851	88-41325	No	1									
3	113-FV-7404	88-41325	No	1									
4	113-FV-7501	88-41325	No	1									
5	113-PV-6402	88-41425	No	1									
6	113-TV-6901B	88-41325	No	1									
7	113-TV-6902B	87-41325	No	1									
8	113-PV-9202	88-41325	No	1									
9	115-FV-1405	88-41425	No	1									
11	113-FV-6233		No	1									
12	113-FV-6234		No	1									
13	113-TV-6233		No	1									
14	118-PV-2405A		No	1									

NB- 1. Price FOT site basis.

2. Taxes and Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site basis.

SCHEDULE OF RATE (SOR)-PRICED BID

(BIDDER TO MENTION PRICE IN PRICED SOR)

Sl. No.	Valve Tag No.	Description of Material	UOM	Qty	Per Unit Price (Rs)		P&F (Rs)	Excise Duty (Rs)	VAT / CST (Rs)	Freight (Rs)	Total Unit Rate (Rs)	Cenvat benefit against ED	Total Amount (Rs)
				A	In Figures B	In Words	C	D	E	G	H=(B+C+D+E+G)	I	J=(H*A)
1	113-FV-6203	88-41325	No	1									
2	113-FV-6851	88-41325	No	1									
3	113-FV-7404	88-41325	No	1									
4	113-FV-7501	88-41325	No	1									
5	113-PV-6402	88-41425	No	1									
6	113-TV-6901B	88-41325	No	1									
7	113-TV-6902B	87-41325	No	1									
8	113-PV-9202	88-41325	No	1									
9	115-FV-1405	88-41425	No	1									
11	113-FV-6233		No	1									
12	113-FV-6234		No	1									
13	113-TV-6233		No	1									
14	118-PV-2405A		No	1									

NB- 1. Price FOT site basis.

2. Taxes and Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site basis

SECTION-VII

GENERAL CONDITIONS OF CONTRACT (GOODS) (ATTACHED SEPARATELY)