

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR
PP UNIT, BCPL, LEPETKATA



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprise]

TENDER NO.: BCPL/C&P/LE17S627MD/01568

DATE- 12.03.2018

TENDER DOCUMENT FOR

**PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T
(CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL,
LEPETKATA.**

PRE-BID MEETING : **22.03.2018, At 1500 HRS**

**DUE DATE & TIME FOR
BID SUBMISSION** : **12.04.2018, At 1430 HRS**

DUE DATE & TIME FOR BID OPENING : **12.04.2018, At 1500 HRS**

PREPARED AND ISSUED BY
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
ADMINISTRATIVE BUILDING, PO: LEPETKATA,
Dibrugarh-786006, Assam
Tele: 0373-2914635

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SECTION-I

INVITATION FOR BID (IFB)

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SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: BCPL/C&P/LE17S627MD/01568

Date: 12.03.2018

SUB: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

To,

[PROSPECTIVE BIDDERS]

SUB: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

Dear Sir/Madam,

1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA					
(B)	TENDER NO. & DATE	BCPL/C&P/LE17S627MD/01568 dated 12.03.2018					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>No</td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table>		SINGLE BID SYSTEM	No	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	No						
TWO BID SYSTEM	Yes						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>No</td></tr><tr><td>MANUAL</td><td>Yes</td></tr></table> E-TENDER NO:		E-TENDER	No	MANUAL	Yes
E-TENDER	No						
MANUAL	Yes						
(E)	CONTRACTUAL DELIVERY DATE	Material to be supplied within 6 weeks from date of receipt of LOI/PO.					

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(F)	TENDER FEE (Inclusive of GST @18%)	<table border="1"> <tr> <td>APPLICABLE</td> <td>No</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>Yes</td> </tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes	Amount : INR____ _____
		APPLICABLE	No				
NOT APPLICABLE	Yes						
(for Indian Bidders) US\$ _____ (for Foreign Bidders)		Note: (i) Foreign bidders can purchase Tender Document by submitting tender fee in US\$ or equivalent INR (directly or through their authorized Indian representatives). (ii) The above mentioned Tender Fee is inclusive of present rate of applicable GST@18%. (iii) In event of cancellation of this tendering process, the tender fee excluding GST shall be refunded to the concerned bidders. (iv) For details, refer clause no.5.2 of ITB & Bid Data Sheet (BDS).					
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td>No</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>Yes</td> </tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes	Amount: INR_____ _____(for Indian Bidders)
		APPLICABLE	No				
NOT APPLICABLE	Yes						
US\$ _____ / INR_____ (for Foreign Bidders)		Note: In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per law (if any) is to be fulfilled by the concerned foreign bidder. (Refer clause no.16 of ITB & BDS for details)					
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	No					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 22.03.2018 Time : 3.00 PM Venue : BRAHMAPUTRA CRACKER AND POLYMER LIMITED ADMINISTRATIVE BUILDING, PO: LEPETKATA, Dibrugarh-786006, Assam					
(J)	BID DUE DATE, &TIME	12.04.2018, At 1430 HRS					

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(K)	DATE, & TIME OF UN-PRICED BID OPENING	12.04.2018, At 1500 HRS
(L)	CONTACT DETAILS	Name : Sh. M.J.DUARAH Designation: Manager [C&P] Phone No. & Extn : +91-0373-2914636; Extn: 1381 e-mail : 'mjduarah@bcplindia.co.in'

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of e-Tendering, the following documents in addition to uploading in the e-bid on NIC's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in the e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
- i) Demand Draft towards Tender Fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time shall be considered as late bid and will not be evaluated.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (H) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 In case of E-Tender, bid must be submitted only on NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total

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compliance of Scope of Supply /Specification(s) as specified in Tender Document.

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

[M.J.DUARAH]
Manager [C&P]
Ph: +91-0373-2914636; Extn: 1381
E-mail: 'mjduarah@bcplindia.co.in'

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SECTION-II

BID EVALUATION CRITERIA **& EVALUATION** **METHODOLOGY**

BID EVALUATION CRITERIA (BEC)

(a) Applicable for licensor/GAIL approved vendors/suppliers

“Bidder must be approved by PPU (Polypropylene Unit) process licensor M/s CB&I Lummus Deutschland GmbH, Germany (Formerly M/s Novolen Technology GmbH, Germany) or must be M/s GAIL approved vendor for supply of Additive CALCIUM STEARATE F&T (CAS No. 1592-23-0/85251-71-4) for Polypropylene Unit, BCPL, Lepetkata”

(b) Applicable for authorized dealers/distributors of licensor/GAIL approved vendors/suppliers.

The authorized dealers/distributors of licensor /GAIL approved vendors/suppliers can participate in this tender subject to:

- (i) Licensor / GAIL approved vendors/suppliers themselves not bidding for this tender,
- (ii) Submission of Authorization Certification from licensor / GAIL approved vendors/suppliers, and
- (iii) Such bidders to meet the technical & financial criteria of BEC specified as under:

➤ **The following BEC is applicable only for authorized dealers/distributors of licensor / GAIL approved vendors/suppliers as per sl.no. (b)(iii) above.**

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder should be an ‘Authorized Distributor/Dealer of licensor / GAIL approved vendors/suppliers **for supply of the tendered items.**

1.1.2 The bidder must have ‘Supplied’ a minimum quantity of **630 KG** Calcium Stearate F&T (CAS No. 1592-23-0/85251-71-4) against one single contract/order to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in previous SEVEN years prior to final due date of bid submission.

Definition of ‘Supplied’ as mentioned at Sl. No 1.1.2: Fully Supplied / Executed as per order / contract.

1.2 BEC- Financial: (as a single bidder)

Not Applicable

1.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 1.1.**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document [All documents to be submitted must be Self Attested with legible stamp]	
1.	1.1.1	Experience against Status of Bidder	In case the bidder is a ‘Authorized Distributor/Dealer of licensor/ GAIL approved suppliers for supply of tendered

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) <i>[All documents must be duly authenticated/ attested]</i>
			items, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the licensor approved supplier].
2.	1.1.2	Experience against Supply of order /contract	Bidder must submit copy of Purchase Order and proof of POs /Contracts execution /completion [(i.e. execution / completion certificates issued from purchaser/end user/ authorized consultant of owner/Invoice with proof of payment /inspection note etc.) clearly having the reference no. of P.O, Item Description, Quantity executed and actual date of execution/completion etc.]
3.	1.2	Financial Experience Criteria- Document Not applicable	

Note to above Bid Evaluation Criteria (point no. 1.1):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments 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 document to meet BEC.

Methodology for evaluation of Bids:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer combining all items as per SOR and SCC and award shall be done accordingly:

- (1) The evaluated price of bidders shall include the following:
- (a) **Where only Indian Bids Exist, evaluated price shall consist:**
- Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
 - Inland transportation up to Delivery location and other costs incidental to delivery of goods.
 - GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above).

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- iv) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services.*
- v) *Other loading, if any, as specified in Tender Document.*

Note:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*

(b) Where only Foreign Bids Exist, evaluated price shall consist:

- i) *CFR price quoted by the bidder.*
- ii) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc plus applicable GST (CGST & SGST/UTGST or IGST) on these services. (if applicable)*
- iii) *Other loading, if any, as specified in Tender Document.*

(c) Comparison of prices where both Foreign Bids and Indian Bids Exist:

Indian Bid:

Ex-works price of domestic bidder (with Customs Duty on imported raw materials and components, etc.) and applicable terminal excise duty on finished products and Sales Tax/VAT or GST excluding inland transportation to owner's site after considering the effect of credit of excise duty & service tax (if any), input credit of VAT or Input Tax credit of GST, wherever applicable as under:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
- ii) *GST (CGST & SGST/UTGST or IGST) on the finished goods (i.e. on sl. no. i above).*

- iii) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services (wherever applicable).*
- iv) *Other loading, if any, as specified in Tender Document*
- v) *Input Tax credit on GST (as applicable)*

Note:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*

Foreign Bid:

CIF landed price of foreign bidder which includes (CFR price, Marine Insurance, Landing charges plus applicable customs duty) excluding inland transportation to owner's site after considering the effect of credit of excise duty/CVD & credit of service tax (if any), input credit of VAT or Input Tax credit of GST, wherever applicable as under :

- i) *CFR price quoted by the bidder.*
- ii) *Marine Insurance @ 1% of FOB Price.*
- iii) *Applicable Import duty [on CIF Price plus Landing Charges @1% of CIF price as per Customs Act].*
- iv) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services (wherever applicable).*
- v) *Other loading, if any, as specified in Tender Document*
- vi) *Input Tax credit on GST (as applicable)*

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Notes:

- a) *The prices from foreign bidders are to be obtained on the basis of FOB as well as CFR,[Kolkata Port] basis.*
- b) *If Foreign bidder emerges as L1 bidder the order shall be placed on CFR, [Kolkata Port] basis.*
- c) *The rate of import duty considered for evaluation shall be prevailing rate as per Customs Act .*
- d) *Import duty mentioned above means Basic Custom duty + Edu Cess + CVD/IGST. (as applicable)*

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SECTION-III

INSTRUCTIONS TO BIDDERS

**(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS))**

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier/Seller**”) shall complete delivery of Goods along with its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on Bid Due Date. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to BCPL by the Bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on ‘Holiday’ by BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Clause No. 39 of ITB.

- 2.3 Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which this Tender Document forms a part of or

- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 Power of Attorney:

- For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

- For Consortium / Joint Venture:

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BID FROM "CONSORTIUM"/"JOINT VENTURE"

(FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

3.1 Bids from Consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of Consortium/ JV shall assume responsibility jointly & severally. The Earnest Money Deposit / Bid Security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.

3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.

3.3 The Bidder shall submit Power of Attorney as per Clause No. 2.7 of ITB in PART-I of the Bid.

3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be

altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of BCPL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

- 3.5 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on 'Holiday' by BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque [in favor of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.
- 5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause No. 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Tender Fee.
- 5.4 In the event of a particular bidding process being cancelled, the Tender Fee (excluding GST) will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Purchaser.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, premises and land for the purpose of such visits, but only upon the express conditions

that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with the Clause No. 8 & 9 of ITB, ":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract – Goods [GCC]
- Section-V : Special Purchase Conditions/ Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental Services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) on the terms & conditions of the Tender Document may notify BCPL in writing or by fax or email in the format "F-18" at BCPL 's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the Bid Due Date in cases where pre-bid meeting is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL 's response including an explanation to the query, but without identifying the source of the query will be uploaded on Websites as mentioned at Clause No. 2.0 (H) of IFB/ communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at Clause No. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.
-

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

- 10.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder is in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the bids are invited under Two Bid System, the Bid prepared by the Bidder shall comprise of the following components:

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Part-I of the Bid shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid /SOR strictly in the format provided in the Tender Document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday /Banning in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) Original Tender Fee (in case of manual tendering)/Copy of Tender Fee (in case of e-

- Tender), as applicable
- (l) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
 - (m) Undertaking on the Letter Head of Bidder, as per the Form F-12.
 - (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
 - (o) Any other information/details required as per Tender Document
 - (p) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), as per Clause 16 of ITB
 - (q) All other forms and Formats including Annexures.
 - (r) Integrity Pact as per Form F-20 (if applicable)
 - (s) Proforma for details of Indian Agents as per Form F-21 if Agent/Consultant/Retainer/Associate is involved
 - (t) Undertaking as per Form-1 by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC).
 - (u) Undertaking as per Form-2 and Certification from statutory auditor as per Form-3 by bidders seeking preference under PP-LC.
 - (v) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
 - (w) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
 - (x) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" as mentioned in POA submitted.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case the bids are invited under Manual tendering system, the Bidder shall submit bid sealed in 2 different envelopes, in following manner:

(i) Sealed Envelope-I consisting of all the above documents mentioned at 11.1.1 herein above.

(ii) Sealed Envelope-II consisting of the Prices to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove.

Both the envelopes shall be put in one big envelope with proper address & details (refer cut-out slip).

11.3 In case the bids are invited under e-tendering system, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on NIC's E-Portal as follows:- NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/>

11.3.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Tender Fee (wherever applicable), Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the NIC's e- portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.

Further, Bidders must submit the original "Bid Security / EMD & Tender Fee (wherever applicable), Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.3.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment as per instructions provided in Annexure-III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available.

11.4 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

12 **BID PRICES**

12.1 **Indian Bidders:**

12.1.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- 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) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation up-to Delivery Location and other costs incidental to delivery.

1.0 The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

2.0 Also, BCPL reserves the right to transport the material with it's own transporter.

- E) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

12.1.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

12.1.3 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product , freight and on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services shall be indicated in Form F-10 and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.2 Foreign Bidder:

12.2.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Prices on the basis of FOB as well as CFR

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

FOB prices shall be inclusive of all costs, insurance, taxes & duties upto FOB port of shipment.

3.0

B) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/SGS/GLI/Moody/Bax Council /Bharat Quality Engineers/Meenar Global Consultant) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance up to FOB International Sea Port of exit is in the scope of Foreign Bidder. Insurance beyond FOB International Sea Port of exit shall be arranged by the Owner.

12.2.3 Concessional rate of Custom Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- (iii) Any Customs Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS®2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) at the

designated place in Price Schedule.

13.0 TAXES & DUTIES

13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER

13.1.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

Beyond the contractual delivery period, in case BCPL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case BCPL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

13.1.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.1.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.

13.1.7 The supplier shall mention the particulars of BCPL, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.1.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL/GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.1.9 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.1.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by BCPL.

13.1.11 Anti-profiteering clause

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

13.1.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:

A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Purchaser's country.

Customs duty payable in India for imported goods ordered by Purchaser on foreign Seller shall be borne and paid by Purchaser.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by Seller. For Foreign bidders, GST (CGST & SGST/UTGST or IGST) shall be payable by Purchaser to statutory authorities in India under reverse charge mechanism.

14 BID CURRENCIES:

- 14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.
- 14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/EURO/ INR.
- 14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

15 BID VALIDITY

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. 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-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of BCPL payable at place mentioned in BDS] or 'Bank Guarantee' or 'Letter of Credit' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' or 'Letter of Credit' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

- 16.2 The EMD is required to protect BCPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a '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 Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. 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 [Rupees One Hundred Crores]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iv) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to BCPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-

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Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of NIC's e-TENDER portal (CPPP): <https://eprocure.gov.in/> BCPL & GAIL and Govt. (in case of e-tendering) and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

19.2 REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit (Not applicable in this tender)
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee

- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.

20 MODE OF PAYMENT

DOMESTIC BIDDER:

BCPL has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’. The successful bidder should give the details of his bank account as per the bank mandate form.

FOREIGN BIDDER:

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in SCC less Indian Agent's Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

Agency Commission (if applicable) will be paid by BCPL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by BCPL.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank .

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

- 21.1 In case of e-tender, Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.
- 21.5 **AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**
 - 21.5.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad without involving any

Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.

21.5.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to BCPL in advanced for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BID

22.1 In case of e-tender, the Bid must be uploaded NIC's e-TENDER portal (CPPP): <https://eprocure.gov.in/> not later than the Due Date & Time of Bid Submission specified in IFB of

the Tender Documents.

22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.

22.3 BCPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of BCPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of NIC e-TENDER portal (CPMP): <https://eprocure.gov.in/> and Govt. and BCPL/GAIL's website (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID

23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.

23.2 In case of e-tender, e-tendering system of BCPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case of manual tender, Bid(s) received by BCPL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid. In case of e-tendering, where the EMD /physical documents has been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID

24.1 Modification and withdrawal of bid shall be as follows:-

24.1.1 IN CASE OF E- TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.1.2 IN CASE OF MANUAL TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by BCPL prior to the Due Date & Time for Bid submission.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

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- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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

BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

26 BID OPENING

26.1 Unpriced Bid Opening:

BCPL will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE PURCHASER

28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per the BCPL's procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder 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 shall be re-calculated/ corrected accordingly.

- (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

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

33 QUANTITY VARIATION

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to “ITB: Clause-29.0”, BCPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by Fax / E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum,

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Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

37.0 **DISPATCH SCHEDULE**

37.1 **INDAIN BIDDER:**

37.1.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / BCPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard.

37.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.2 **FOREIGN BIDDER:**

37.2.1 Where the Seller is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Seller and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by BCPL.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.2.2 It shall be responsibility of the seller to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination

Port. Delays on account of the same shall solely be attributable to the Supplier.

- 37.3 All equipments / materials are to be insured by BCPL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.
Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive of GST).

- 38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS 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 Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores/or its equivalent in U.S. Dollars) 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 three months beyond the Warranty/ Guarantee Period specified in Tender Document.

- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

- 38.4 Further, the bidder can submit CPBG on line through issuing bank to BCPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BCPL.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

- 39.2 The Fraud Prevision Policy document is available on BCPL's website.

- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)
(applicable for Indian bidder)**

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender Document participating Micro and Small Enterprises quoting price within the 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 enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the order value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% 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.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) 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 atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 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 National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by

Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.

- b) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.4 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 from BCPL, 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 of invoice/Bill.

- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

41 PACKING, MARKING & SHIPPING INSTRUCTIONS

- 41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 42.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.
- 41.2 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- a) Vehicle/Equipment etc. should be brought to site in good conditions.
 - b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - c) Valid operating/driving license of driver/operator
 - d) Any other requirement mentioned elsewhere in Tender Document

42 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB

herewith.

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction.

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. 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.

45 DISPUTE RESOLUTION

(ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 45.1 BCPL /GAIL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the BCPL is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s) /issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of

monetary claim, if any, and apparent cause(s) of action.

- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

47 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

48 PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by BCPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-24A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by BCPL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.

- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by BCPL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by BCPL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to BCPL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to BCPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, BCPL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by BCPL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by BCPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-24B.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/consultant

49. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

50 QUARTERLY CLOSURE OF THE CONTRACT

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, BCPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

NB: i) Vendors must dispatch/transport the contracted material/ supplies only through registered common carriers

ii) Following Statutory documents must also be submitted (in case of Foreign Bidder is awarded):

- **NO PE Certificate**
- **PAN of the supplier**
- **Tax Residency Certificate (TRC)**
- **FORM 10F.**

iii) Bidders if so desires, may seek in writing the reasons for rejection of bids, to which BCPL shall respond quickly.

PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A 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.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an 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.
- A.3 “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 Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “Director” concerned.
- 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 BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the 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 EMD shall be forfeited.

Further, such 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 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 BCPL 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)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier 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 BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the CPBG/CPS submitted by Agency against such Order(s) /Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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 Bidder/Supplier/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 should not be considered in ongoing tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted 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 facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process 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, BCPL when :-

- (i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL 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 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 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 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 process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL/GAIL 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 of BCPL. Such an appeal shall be preferred within one month from the date 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 'Integrity pact', 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.

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/
CONTRACTORS/ CONSULTANTS**

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in PRDS, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/ Contractor/ Consultant. Response of Vendor/ Supplier/ Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

**3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/
CONTRACTORS/ CONSULTANTS**

3.1 FOR PROJECTS

i) Evaluation of performance of Vendors/Suppliers/Contractors/ Consultants in case of Projects shall be done immediately with commissioning of any Project.

- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a PRDS (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor /Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance, shall be done immediately after execution of Order/Contract.
- ii) After execution of Orders, a PRDS (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/

Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on Bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/Consultant should not be considered in ongoing tendering process/future tenders.

- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG/CPS will not be forfeited and payment will be made as per provisions of concerned Contract. However, this would be without prejudice to other terms and conditions of the Contract.

- 6.3. Effect on other ongoing tendering process:

- 6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

- 6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

- 6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.

- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.

- 8.0 If an unsuccessful Bidder makes any vexatious, frivolous or malicious complaint against the tender

process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such Bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in tendering process or withdrawal of Bid or modification of Bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD submitted by the Bidder and such Bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such Bidder will be put on holiday for a period of six months after following the due procedure.

11. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR
PP UNIT, BCPL, LEPETKATA

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR
PP UNIT, BCPL, LEPETKATA

Annexure-1

Brahmaputra Cracker and Polymer Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

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Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS No. 1592-23-0/ 85251-71-4) FOR
PP UNIT, BCPL, LEPETKATA

Annexure-2

Brahmaputra Cracker and Polymer Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks

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PP UNIT, BCPL, LEPETKATA

iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

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PP UNIT, BCPL, LEPETKATA

GENERAL CONDITIONS OF CONTRACT-GOODS (GCC-GOODS)

Tender Document No : BCPL/C&P/LE17S627MD/01568

**Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA**

**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number, **BCPL/C&P/LE17S627MD/01568** dated **12.03.2018**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC-Goods : http://www.bcplonline.co.in/content/tender/GCC_Goods.pdf

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA

FORMS & FORMATS

SN.	FORM NO.	DESCRIPTION
1.	F-1	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[A]	LETTER OF AUTHORITY
7.	F-6[B]	POWER OF ATTORNEY
8.	F-7	NO DEVIATION CONFIRMATION
9.	F-8	CERTIFICATE
10.	F-10(A)	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT[EMD]/ BID SECURITY
11.		INSTRUCTIONS FOR FURNISHING BID- GUARANTEE BANK GUARANTEE
12.	F-10(B)	FORMAT FOR LETTER OF CREDIT/BID SECURITY/EMD
13.	F-11	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE
14.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE
15.	F-12(A)	AGREED TERMS AND CONDITIONS (FOR INDIAN BIDDER BIDDERS)
16.	F-12(B)	AGREED TERMS AND CONDITIONS (FOR FOREIGN BIDDER BIDDERS)
17.	F-13	DISCLAIMER
18.	F-14	ENTERPRISE'S INFORMATION WITH RESPECT TO THE MSMED-APPLICABLE FOR INDIAN BIDDERS
19.	F-15	CERTIFICATE OF NON-INVOLVEMENT OF AGENT
20.	F-16	NO PERMANENT ESTABLISHMENT CERTIFICATE
21.	F-17	FORM NO. 10F

Tender Document No : BCPL/C&P/LE17S627MD/01568

**Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA**

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.

ACKNOWLEDGEMENT CUM CONSENT LETTER

F-1

(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 mjduarah@bcplindia.co.in with duly filled-up this Format. In case of no reply or No Offer, It will considered that bidder is not interested and No Further Tender will be issued in future)

To,
HOD(C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

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 :.....

Tender Document No : BCPL/C&P/LE17S627MD/01568

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(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	:

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA

BIDDER'S GENERAL INFORMATION

F-2

HOD(C&P)

Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor / Partners / Directors of the firm/company	
4.	Number of Years in Operation	
5.	Erstwhile Name of Bidder /Details of name change during years of Operation	
6.	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7.	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
8.	Operation Address (if different from above)	City: District: State: PIN/ZIP:

Tender Document No : BCPL/C&P/LE17S627MD/01568

**Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA**

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:
10.	Website	
11.	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12.	ISO Certification, if any	[If yes, please furnish details]
13.	Bid Currency	
14.	Banker's Name	
15.	Branch	
17.	Bank account number	
18.	PAN No.	[Enclose copy of PAN Card]
19.	GST No.	[Enclose copy of GST Registration Certificate]
20.	Vendor Classification with respect to GST. Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐
21.	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
22.	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
23.	Type of Entity	Corporate / Non-Corporate (As per CGST/SGST/UTGST Act). <i>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</i>

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4)
FOR PP UNIT, BCPL, LEPETKATA

Indicate shipping detail(s) i.e. weight (net and gross) & volume of the consignment separately for each item quoted in price schedule.

Item No.	Description	Qty. (Nos.)	Gross Volume (Cu M) (Mtr x Mtr x Mtr)	Gross Weight (KG)
1	SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA			
2	Nature of Material	Hazardous /Non-Hazardous		
3	Stackable/Non-stackable			
4	Quantity Per Containers LCL Or In Break Bulk Basis			

(SIGNATURE OF BIDDER WITH SEAL)

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

BIDDER'S QUERIES FOR PRE BID BIDDER'S QUERIES FOR PRE BID MEETING

F-3

To,

HOD(C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA.

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

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

SIGNATURE OF BIDDER:_____ **NAME OF BIDDER :** _____

BID FORM

F-4

To,
HOD(C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA.

Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions 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 , the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of Four (4) 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 performance guarantee equal to 10% (Ten per cent) of the value of Purchase Order, for the due performance with in fifteen days of such award, as per requirement of tender document.

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 fulfillment 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

F-5

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

Dear Sir,

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

- 1) EMD Details: DD [] BG [] LC []
No... Date..... Amount- Rs..... Validity.....
- 2) Whether bidder has submitted scanned documents of all relevant documents in support of BEC (Bid Evaluation Criteria). [Page-]
- 3) Whether EMD/bid Security of requisite amount has been submitted to BCPL, Lepetkata alongwith un-price bid.
[YES/NO]
- 4) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed.
[Page-]
- 5) Blank Price Schedule (i.e. without mentioning prices, only Mentioning Quoted/Not Quoted) duly signed submitted along with “UN-PRICED BID”
[Page-]
- 6) No Deviation Certificate [Page-]
- 7) Power of Attorney of the signatory to the Bidding Document [Page-]
- 8) Duly filled-in and signed Agreed Terms and Conditions [Page-]
- 9) 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-]
- 10) Confirm bid is submitted Under Two Bid System [YES/NO]
- 11) Bidder has signed and stamped the complete Tender document [YES/NO]
- 12) 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]

13) Any other documents required as the ITB, GPC, Technical Questionnaire, SCC, Technical Specification, etc of tender document

i) [List out all such requirement and submissions] [Page-]

ii) ----- [Page-]

iii) ----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

LETTER OF AUTHORITY

F-6 [A]

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

Bidder Ref:

Date:

Tender No. : (BCPL/C&P/LE17S627MD/01568)

To,
Brahmaputra Cracker and Polymer Limited,
Administrative Building
PO.LEPETKATA, DISTT- Dibrugarh (Assam)
INDIA – 786006

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

- [1] Name & Designation : _____
Signature : _____
Phone/Cell : _____
Fax : _____
E-mail : @
[2] Name & Designation : _____
Signature : _____
Phone/Cell : _____
Fax : _____
E-mail : @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

POWER OF ATTORNEY

(TO BE SUBMITTED ON THE LETTER-HEAD OF COMPANY)

To,
HOD(C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

“The undersigned _____(Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid, conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID

(Name of person)

E-mail id:

NO DEVIATION CONFIRMATION

Bidder Ref:

Date:

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

Tender For :

To,

HOD(C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

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 against subject tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

CERTIFICATE

To,
HOD(C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of -----the following certificate shall be automatically enforceable:

“We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

Seal and Signature of Bidder

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

F-10(A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer 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) guarantees and undertakes to pay immediately on demand without any recourse to the tenderers by Brahmaputra Cracker and 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 Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 6 months 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. _____
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 _____ 20__ at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

F-10(B)

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India))

Irrevocable and confirmed Letter of Credit No.....
Amount : Rs./US\$
Validity of this Irrevocable :(in India)
Letter of Credit (2 months beyond validity of offer)

Dear Sir,

You are hereby authorized to draw on..... (Name of Applicant with full address) for a sum not exceeding.....available by your demand letter (draft) on them at sight drawn for.....Rs./US\$ accompanied by a certificate by Brahmaputra Cracker and Polymer Limited., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s) :

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- (ii) The Bidder varies or modifies its Bid in a manner not acceptable to BCPL during the period of bid validity or any extension thereof duly agreed by the Bidder.
- (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the supply order/contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for(item).
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under :
6. All foreign as well as Indian bank charges will be on the account of M/s (Applicant).

FOR.....

Authorised Signature
(Original Bank)
Counter Signature

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No.:.....

Date:.....

To
BCPL
P.O.:LEPETKATA, DISTT. DIBRUGARH
(ASSAM) 786006
INDIA

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA/FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise) having Registered Office at 1st Floor, House No. 6, Bhuban Road, Uzan Bazar ;Guwahati-781001,Assam (herein after called the “BCPL” which expression shall wherever the context so require includes is successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled commercial Bank, undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited, in case of default.

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

1.We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

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M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor 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 Supplier/Contractor to be in default under the order/contract and without caveat or argument,

any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
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 Tender.
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 Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

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Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

AGREED TERMS AND CONDITIONS-INDIAN BIDDER

(Bidders must confirm / comment to all points)

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's Name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices .	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto BCPL, Lepetkata site are quoted in Price Schedule.	
5.	i) Please specify the Dispatch Point ii) Price basis: FOT, BCPL, Lepetkata, Dibrugarh, Assam.	i) ii)
6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm that CPS 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.	

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Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-

4) FOR PP UNIT, BCPL, LEPETKATA

11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable.	
12.	Confirm your offer is valid for 4 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid (wherever applicable).	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ BCPL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	We hereby confirm that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.11 of ITB.	
22.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
23.	Harmonized System Nomenclature (HSN):	
24.	Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	

25	Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
26	Confirm any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by bidder shall be to bidder's account	
27	Part Order: (a) Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion). (b) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.. <u>Repeat Order:</u> Confirm acceptance of Repeat Order within 6 (six) months as per ITB.	
28	Testing and Inspection charges: Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
29	Import Content: If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following:	
30	(a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included. (b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder. (c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above). (d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.). (e) Indicate classification with tariff no. under which Vendor intends to import.	

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

	(f) Confirm prices shall be firm on account of variation in foreign exchange rate. (g) Owner shall not provide any import licence. (h) Quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content. (i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the vendor. However, any reduction in Import Duty due to change in classification shall be passed over to Owner. (j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST. (k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon. (l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.	
31.	Bidder accepts Guarantee clause as per as per tender.	
32.	Bidder accepts Arbitration/Resolution of Dispute clause.	
33.	Bidder accepts Force Majeure clause .	
34.	Whether bidder falls under MSE Act . If yes, Whether bidder is a MSE belonging to SC/ST category .	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

AGREED TERMS AND CONDITIONS-FOREIGN BIDDER

(Bidders must confirm / comment to all points)

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	EMD/Bid Security Details	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
4.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS	
4.1	Original Power of Attorney [in format F6(b)]	
4.2	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
5.0	ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]	
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	EXEMPTED
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions Tender Document, it corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the format as provided in tender document and with all break up as asked therein.	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
5.10	Accepted Guarantee/warranty as per Tender Document & its Corrigendum (if any)	
5.11	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	Accepted "100% against irrevocable & unconfirmed letter of credit " []

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5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
6.0 SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:		
6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of Tender Information.(Acknowledgment cum Consent letter)	
6.3	Form F2 duly filled(Bidder General Information)	
6.4	Submitted form F3 before pre-bid meeting (Pre-bid query)	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F-10(A) duly filled	
6.12	Submitted form F-10(B) duly filled	
6.13	Submitted form F12(A) duly filled	
6.14	Submitted form F12(B) duly filled	
6.15	Submitted form F14 duly filled	
6.16	Submitted form F15 duly filled	
6.17	Any other Forms/formats duly filled-up in all respects	
6.18	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTE in all relevant boxes)	
6.19	Complete Tender Document along-with its Corrigendum/Amendment etc.,	
7.0 ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:		
7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Bidder confirms that bidder have quoted both ‘FOB’ and ‘ CFR Kolkata’ prices strictly as per Price Schedule format of tender. Please ensure that your CFR rates includes 21 days of free detention at destination port at Kolkata BCPL has the option to place order either on FOB or CFR basis at it’s sole discretion. Further, BCPL also reserves the right to amend the order issued initially on ‘ FOB ’ basis to ‘ CFR Kolkata basis (as quoted). However, such amendment shall be issued within 45 days from the date of award of FOA/Order.	

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7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality.	
7.6	Furnish the currency of quote	
7.7	Country of Origin of GOODS offered.	
7.8	Indicate Seaport of Export	
7.9	Indicate Nearest Air Port of Export	
7.10	Please indicate the name and address of your Bankers: SWIFT: Account No: IBAN Code:	
7.11	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.	
7.12	Confirm that all charges/handling charges/taxes and duties (if any) upto FOB port of exit are included in the FOB price quoted by the Seller.	
7.13	I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. II) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	I) II) Not Applicable
7.14	Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, please provide the details of the same as per enclosed format.	
7.16	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.17	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.18	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and	

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	'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
7.19	Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.20	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7. 21	Confirm that, in case of contradiction between the confirmations provided in this format and terms conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

8.0 PACKING DETAILS AND RELATED INFORMATION:

8.1	Material safety Data sheet (MSDS) has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	
8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	

9.0 SELLER'S OFFER REF NO. & DATE

9.1	e-Mail ID & Contact information of person	
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DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BCPL immediately at the following address:

HOD(C&P)

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BCPL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

(SEAL AND SIGNATURE OF BIDDER)

Enterprise's Information with respect to the Micro, Small and Medium Enterprises Development Act, 2012

F-14

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2012" ('MSMED') has come into force from 2012, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference, the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- Providing or rendering services

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) *In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded*

Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2012." (Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2012.

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, then Bidder to confirm the following:

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

If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

(SIGNATURE & STAMP OF THE BIDDER)

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006,.
Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs) .

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also,

M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by 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.

CERTIFICATE OF NON-INVOLVEMENT OF AGENT

Bidder Ref:

Date:

To,
HOD(C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/C&P/LE17S627MD/01568

Dear Sir,

This is to certify that we have not engaged/ involved any Agent /Consultant/Retainer/Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's/Representative's/ consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
 2. This certificate to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.
-

No Permanent Establishment Certificate
(On Supplier letter Head)

This is to certify that “_____”, is a resident of _____ (mention the name of the country) and does not have any permanent establishment in India as per the provisions of Article ____ (Article of mention DTAA) of DTTA between India and _____ (mention the foreign country) under the captioned agreement entered into with Brahmaputra Cracker & Polymer Limited, Lepetkata, Barbaruah, Assam- 786 006. It is further certified that in the case of our present business no operations are carried out in India and there is also no business connection in India as per Explanation 2 to Section 9(1) (i), to the Income Tax Act 1961.

Date:

Place:

For _____

FORM No. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) section 90 or sub-section (5) of section 90A of the Income tax Act, 1961

I..... *son/daughter of Shri..... in the capacity of..... (Designation) do provide the following information, relevant to the previous year..... *in my case/in the case of for the purpose of sub-section (5) of *section 90/section 90A:---

Sl. No.	Nature of Information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country of the specified territory of which the assessee claims to be resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number:

Tender Document No : BCPL/C&P/LE17S627MD/01568
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SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1. Specification and Application:

- a) CAS No.1592-23-0/ 85251-71-4 (CALCIUM STEARATE F&T)
- b) Application: ACID SCAVENGER.

2. Documents/Certificate Required:

- a) The material shall be supplied as per applicable International Standards.
- b) Each lot shall be accompanied by a CERTIFICATE OF ANALYSIS (COA) / TEST CERTIFICATE.
- c) Technical data sheet.
- d) MSDS
- e) Material Shelf life to be mentioned
- f) Material warranty/guarantee certificate

3. Delivery schedule:

The material shall be supplied in **a single lot**. Considering shipment in bulk, tolerance of $\pm 5\%$ on the ordered qty. is permissible. However, date of manufacturing of the supplied material shall not be more than **01 month** from the date of dispatch on FOB basis.

Entire qty. to be supplied in **single lot within 02 months** from the date of placement of PO on FOB Port of Shipment basis.

4. Guarantee / Warranty:

Goods shall be guaranteed against non-conforming Specifications / quality for the shelf life from the date of dispatch of each lot. However, date of manufacturing of the material should not be prior to 01 month from the date of dispatch from FOB port of exit. Accordingly, bidder should provide guarantee/warranty on the supplied material for the self-life period.

- 4.1 As of the effective date of this Contract, SELLER believes in good faith that they have the rights to sell the ADDITIVE and such sale of the ADDITIVE is not violation of any Patent or Intellectual Property of any third party in India. SELLER guarantees, with the manner of such guarantee being stipulated as per Paragraphs 4.2 through 4.4 hereof, that ADDITIVE to be supplied to PURCHASER fully meets the quality.

SELLER makes no warranties of merchantability or fitness for a particular purpose, or any other express or implied warranty, except as provided for herein.

- 4.2 In the event that PURCHASER (BCPL) should find any shortage in the amount of ADDITIVE supplied, on intimation to the SELLER from the PURCHASER to that extent, SELLER shall supply additional ADDITIVE for such shortage, in so far as the cause of such shortage is solely imputable to SELLER or as a reasonable prudent man SELLER could have avoided such shortage; provided, however, that said request shall be made within ninety (90) days following the B/L date./LR date of indigenous supplier.
- 4.3 In the event that PURCHASER should find unfitness for the range of the quality figures in ADDITIVE supplied in any individual drum, on intimation to the SELLER from the PURCHASER to that extent, SELLER shall supply PURCHASER with substitute ADDITIVE on the account of SELLER in so far as such unfitness of ADDITIVE quality is solely imputable to SELLER on condition that PURCHASER, in making said request, shall provide in writing to SELLER analysis results under the Test Method, provided, however, that said request shall be made within ninety (90) days following B/L date and SELLER, by notifying PURCHASER within thirty (30) days following its receipt of said request, shall be able to discuss the disposition of said request with PURCHASER. Such discussion shall include a re-inspection of ADDITIVE by SELLER in the presence of PURCHASER or by PURCHASER in the presence of SELLER, and the right to request to make a joint investigation on the cause of such unfitness within the period to be agreed upon separately. In such case SELLER may request PURCHASER to return defective materials to SELLER, at SELLER's cost and expenses.
- 4.4 Notwithstanding the provision of Paragraph 4.3 above, SELLER shall be released from all responsibilities for the guarantee for the quality figures hereunder after PURCHASER shall have put such ADDITIVE into manufacturing operation of PLANT.
- 4.5 SELLER'S obligation under this Article shall be deemed to be fully performed if ADDITIVE equivalent in quantity to the amount of the shortage is additionally supplied to PURCHASER and/ or ADDITIVE equivalent in quantity to the amount of the defective is substituted for as referred to in Paragraphs 4.2 and 4.3 respectively.
- 4.6 No claim of any kind resulting from any causes relating to this Contract shall be greater in amount than the purchase price of ADDITIVE per drum in respect of which such claim is made. Seller shall in no event be liable for indirect, consequential or incidental damages, similarly purchaser shall in no event be liable for indirect, consequential or incidental damages.

5. Packing / Marking / Shipping & Documentation:

The material shall be supplied preferably in **15/20/25 kg bags** or prevalent standard international industrial practice.

6. FIRM & FIXED PRICES:

The price quoted by the bidders shall remain **FIRM** and **FIXED** till complete execution of order/contract period, whichever is earlier. Non-submission of FIRM & FIXED prices is a 'REJECTION CRITERIA' of tender.

7. PERFORMANCE GUARANTEE (PG/CPBG/PBG):

The successful bidder, within 30 days of the receipt of order/FOA, will be required to submit Performance Guarantee for 10% of the total order value (excluding taxes and duties) in the form of Bank Guarantee/Irrevocable Letter of Credit issued by any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. In case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The validity of Contract cum Performance Bank Guarantee shall be for 90 days beyond guarantee/warranty period of the goods supplied. Also, for all other applicable terms to above, refer clause no. 12 of General Conditions of Contract (SECTION III).

8. PRICE BASIS & EVALUATION:

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

9. PAYMENT TERMS:

(For Foreign bidder)

100% payment shall be made through Irrevocable Unconfirmed Letter of Credit (LC) & LC confirmation charges outside India shall be borne by seller. If bidder insists on confirmed LC, the confirmation charges on both sides shall be borne by Seller. The letter of credit shall be opened on receipt of unconditional acceptance of purchase order.

Banker's details of buyer's: (for Opening of LC)

STATE BANK OF INDIA
CORPORATE ACCOUNTS GROUP BRANCH
11th & 12th Floor, Jawahar Vyapar Bhawan,
1, Tolstoy Marg, New Delhi – 110001

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A/c No: 33283019854
SWIFT Code: SBININBB172
IFS Code : SBIN0009996

Banker's details of buyer's: (For other payment: 100% through bank/Wire transfer/ 30 days on receipt & acceptance)

The Branch Manager
State Bank of India
Lepetkota Branch
Barbaruah, Dibrugarh
Pin – 786007
A/c No.: 32034267038
IFSC: SBIN0012261
e-mail: sbi.12261@sbi.co.in

FOR DOMESTIC BIDDERS:

100% payment with full taxes and duties and transportation charges against dispatch documents shall be done within **15 days** of receipt and acceptance of goods of last consignment at site.

No advance payment shall be made by BCPL.

NB: For Technical Assistance:

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

10. SECURITY DEPOSIT-CUM-CPBG:

- a) 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 . The amount towards performance guarantee shall be in the currency of the Contract.
- b) The performance guarantee shall be for an amount indicated in "Technical Specifications & Scope of Work" of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- c) The performance guarantee shall be denominated in the currency of the contract
- d) The performance Guarantee shall be valid for the duration of 90 days beyond the expiry of /warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations under the CONTRACT.

10 PRICE REDUCTION SCHEDULE (PRS):

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

11 QUALITY ASSURANCE & CONTROL

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

12 REJECTION CRITERIA:

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

- i) Bid Validity lesser than specified period in tender
- ii) Non-acceptance of delivery period
- iii) Payment terms
- iv) Non-submission of Firm and Fixed Price
- v) Non-submission of rate as per price schedule format (with all desired break-up i.e. FOB & CFR Rate for foreign bidders and Ex-works, taxes, duties, freight etc for Indian Bidder)
- vi) Any deviation to scope of supply, specification etc.

13 EVALUATION OF OFFERS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive

at the lowest evaluated offer as per SOR and SCC and award shall be done accordingly: (item wise)

(1) The evaluated price of bidders shall include the following:

(a) Where only Indian Bids Exist, evaluated price shall consist:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation up to Delivery location and other costs incidental to delivery of goods.
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above).
- iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services.
- v) Other loading, if any, as specified in Tender Document.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

(b) Where only Foreign Bids Exist, evaluated price shall consist:

- iv) CFR price quoted by the bidder.
- v) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc plus applicable GST (CGST & SGST/UTGST or IGST) on these services. (if applicable)

vi) Other loading, if any, as specified in Tender Document.

(c) Comparison of prices where both Foreign Bids and Indian Bids Exist:

Indian Bid:

Ex-works price of domestic bidder (with Customs Duty on imported raw materials and components, etc.) and applicable terminal excise duty on finished products and Sales Tax/VAT or GST excluding inland transportation to owner's site after considering the effect of credit of excise duty & service tax (if any), input credit of VAT or Input Tax credit of GST, wherever applicable as under:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
- ii) *GST (CGST & SGST/UTGST or IGST) on the finished goods (i.e. on sl. no. i above).*
- iii) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services (wherever applicable).*
- iv) *Other loading, if any, as specified in Tender Document*
- v) *Input Tax credit on GST (as applicable)*

Note:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*

Foreign Bid:

CIF landed price of foreign bidder which includes (CFR price, Marine Insurance, Landing charges plus applicable customs duty) excluding inland transportation to owner's site after considering the effect of credit of excise duty/CVD & credit of service tax (if any), input credit of VAT or Input Tax credit of GST, wherever applicable as under :

- i) CFR price quoted by the bidder
- ii) Marine Insurance @ 1% of FOB Price
- iii) Applicable Import duty [on CIF Price plus Landing Charges @1% of CIF price as per Customs Act].
- iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnl etc. and GST (CGST & SGST/UTGST or IGST) on these services (wherever applicable).
- v) Other loading, if any, as specified in Tender Document
- vi) Input Tax credit on GST (as applicable)

Notes:

- a) The prices from foreign bidders are to be obtained on the basis of FOB as well as CFR,[..Port..] basis.
- b) If Foreign bidder emerges as L1 bidder the order shall be placed on CFR,[..Port..] basis.
- c) The rate of import duty considered for evaluation shall be prevailing rate as per Customs Act .
- d) Import duty mentioned above means Basic Custom duty + Edu Cess + CVD/IGST. (as applicable)

14 **COUNTRY OF ORIGIN OF GOODS:**

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

15 **SHIPPING DOCUMENTS:**

The shipping documents shall comprise the following –

- COMMERCIAL INVOICE (Original)
- CLEAN BILL OF LADING
- Packing list
- Certificate of origin (Endorsed, issued by concerned Chamber of Commerce).
- MSDS
- Certificates of Analysis.
- Estimated time of arrival (ETA) KOLKATA SEAPORT
- WARRANTY / GUARANTEE CERTIFICATE
- Copy of Fax / Email sent to BCPL's underwriter for arranging transit insurance.

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

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

1. Commercial Invoice (Original)/GST invoice in triplicate.
2. Challan
3. LR/Consignee copy
4. Packing List
5. Test Certificate/Certificate of Analysis

6. Warranty certificate.

16 **TRANSIT INSURANCE:**

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

Name of the officer concern: J. C. Ghosh

Sr. Divisional Manager

M/s National Insurance Co. Ltd.,

R.K. Bordoloi Path, Dibrugarh-786001,

State- Assam (India)

Tel. No.: 91+373-2326339/2324409(Fax)

Mobile No.: 91+9435331112

E-mail: antara.saikia@nic.co.in

(POLICY NO. 200300/44/13/5050000002)

17 **BILLING AND DOCUMENTATION:**

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

Manager (C&P)

Administrative Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

E-Mail: mjduarah@bcplindia.co.in

Ph no: +91 373-2914635

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

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

Negotiation of Shipping Documents

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

Original shipping documents should be sent directly to BCPL's Banker, details as under:
Account NO- 32034267038

**The Branch Manager
State Bank of India
Lepetkata Branch
Barbaruah, Dibrugarh
Pin – 786007**

**A/c No.: 32034267038
IFSC: SBIN0012261
e-mail: sbi.12261@sbi.co.in**

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

Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail: mjduarah@bcplindia.co.in
Ph no: +91 373-2914635

18 IMPORT LICENSE (APPLICABLE FOR OVERSEAS SUPPLIERS)

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

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

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

19 SHIPPING ARRANGEMENT (APPLICABLE FOR OVERSEAS SUPPLIERS)

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

20 INSTRUCTIONS/DETAILS

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

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

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

21 SHIPPING INSTRUCTIONS/DETAILS (APPLICABLE FOR OVERSEAS SUPPLIERS)

PACKING INSTRUCTIOJN & MARKINGS

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

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Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

-
- ii) The quantity per lot shall be determined / adjusted according to the standard packing size/ volume/ weight offered by the bidder.
- iii) Each packing shall be adequate in strength.
- iv) Each packing should be marked with i.e. Name of material & code no., Manufacturer's name & batch number, date of manufacture & net quantity etc.
- v) The material shall be supplied preferably in prevalent standard of international industrial practice.
- a) The Additives shall be screened carefully before packing. Bidder shall specify whether any subsequent screening is recommended just before loading.
- b) All Additives shall be supplied in bags fully sealed and each bag marked with:
- Material code no.
 - Manufacturer's name.
 - Manufacturer batch no.
 - Date of manufacture.
 - Drum no. (for identification)
 - Name of Additives for material identification.
 - Net quantity (M³ / MT) of Additives for each bag.
- c) Each container shall be adequate in strength and certified by the Additives manufacturer to be of proper material to protect the Additives from moisture, dirt and deterioration for a period of at least four years/its shelf Life.
- If any conditions of storage or handling could result in loss of activity of the Additives, such limitations shall be marked on each container or notified as a separate storage instruction. Consignment shall be packed air worthy/sea worthy and following markings to appear on packing.

For BCPL

Port/Airport

Destination

Order No.

Item

Net Weight : Gross weight

Case No.

(No. Of total cases) : Dimensions

IMPORTANT

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

SHIPMENT AND ADVANCE NOTICES (Applicable for overseas suppliers)

Immediately after shipment, seller shall send advance information of Shipping/Dispatch particulars, by way of telex/fax message by giving following details For expeditious collection and clearance of material from Customs/Port authorities.

- ⇒ Vessel Name or Flight No. :
- ⇒ Bill of Lading No. or AWB No. & Date :
- ⇒ E.T.A. Kolkata :
- ⇒ Invoice Nos. & Date :

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Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

⇒ Invoice Value	:
⇒ No. of cases	:
⇒ Gross Weight	:
⇒ Other details, if any	:

PREPARATION OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

The Bill of Lading/AWB shall be made in favour of BCPL, Lepetkata, INDIA or order of the bank wherever applicable the AWB/Bill of Lading shall also be endorsed by shipper as per ordered terms.

The conditional or qualified bill of lading/AWB shall not be accepted.

All documents including bill of lading, packing-list etc. shall be in English language only.

The Bill of Lading/AWB, Invoice and packing list specifically must show, Mark & no. of contents, case wise, country of origin, consignee, Airport/Port of destination and all other particulars.

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages.

The invoice must show the unit rate and net total FOB price (C&F prices in case of order on C&F basis) and should indicate Kolkata as port consignee.

One Set of Shipping Documents should contain minimum following documents. Any additional documents as may be mentioned in P.O. and agreed between Seller/Purchaser in some specific case shall also be made available.

- i) Bill of Lading/AWB,
 - ii) Invoice,
 - iii) Packing List
 - iv) Certificate of Conformity or Manufacturer's Certificate towards product Warranty.
- Copy of Fax/Telex sent to BCPL, Dibrugarh, India and Insurance Company

DISPOSAL OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

SEA SHIPMENTS

The seller shall obtain the shipping documents complete in all respect including three original stamped copies of Bill Of Lading immediately after shipment is made and courier the same as under:

- i) Two copies of original bill of lading with one non-negotiable copy of bill of lading along with three copies each of Invoice, Packing list, Freight Memo, all other documents as specified in L/C through bank to the purchaser.
- ii) In case of sea-shipment, two copies of non-negotiable shipping documents along with bill of lading to Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi - 110 001 Attention - **Mr. Sanjay Sharma.**

AIR SHIPMENTS

The vendor shall obtain shipping documents complete in all respect including original stamped copies of AWB immediately after shipment is made and send the same as under: -

- A.** First original AWB along with one copy of non-negotiable AWB along with 3 copies of invoice, packing list, and other documents as specified in L/C to be routed through bank duly negotiated.
- B.** Two sets of documents (as mentioned at (2) above to Sr. Manager (C&P), Central Ware House, P. O. Lepetkata – 786 006 District – Dibrugarh (ASSAM) INDIA.

22 **SHIPMENT**

BY SEA:-

a) For FOB Contracts:-

Shipping arrangement will be made by the shipping co-ordination officer, chartering Division, Ministry of surface Transport, New Delhi through their forwarding Agents/nominees as indicated to whom adequate notice of not less than six weeks about the readiness of the cargo for shipment, should be given by the seller for finalizing the shipping arrangement:

i) FOR CONSIGNMENT FROM UK/CONTINENT PORTS:

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

ii) FOR CONSIGNMENT FROM USA, ATLANTIC:

Ph.: + 1 201 998 7771

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

Fax.: + 1 201 998 7833,

iii) FOR CONSIGNMENT FROM JAPANESE PORT:

The Embassy of India, Tokyo, Japan

Ph.: + 81 3 32622391

Fax: + 81 3 32344866

iv) BLACK SEA PORTS OF BULGARIA & ROMANIA:

The Secretary,
Indo-Soviet Shipping Service,
C/o. The shipping Corporation of India Ltd.,
'Shipping House' 245, Madam Cama Road,
202666/22026785
Mumbai – 400021

Ph.: +9122-

v) POLISH PORTS:

The Secretary,
Indo-Polish Shipping Service
C/o. Shipping Corporation of India Limited
'Shipping House' 245, Madam Cama Road
MUMBAI – 400 021

Cable: ShipIndia, Mumbai
FOR INDOPOL

vi) FOR CONSIGNMENT FROM OTHER AREAS,

Tender Document No : BCPL/C&P/LE17S627MD/01568

Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

The shipping Corporation of India Ltd.
'Shipping House' 245, Madam Cama Road,
Mumbai – 400021

Cable: Ship India, Mumbai

b) FOR CFR/CIF CONTRACTS:-

The seller shall arrange shipment of stores by vessels belonging to the members of the Conference Lines. If sellers finds the space on the conference Line vessels is not available in any specific shipment, he should inform the shipping Co-ordination Officer, Ministry of Surface Transport, 1, Sansad Marg, New Delhi – 110 001 (INDIA)(CABLE: TRANSCHART: NEW DELHI; FAX NO. +91 11 23718614/23352726)

c) All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck in unavoidable.

11. BCPL shall deal directly with the manufacturers /principals abroad without involving any Indian Agent. Further, as the nature of supplies in this case does not involve any after sales services,

12. **NO INDIAN AGENT COMMISSION IS APPLICABLE AND PAYABLE** for this tender.

23 LOADING CRITERIA FOR BID EVALUATION

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

A. Price Reduction Schedule (PRS) for delayed delivery

- (i) If bidder accepts PRS clause of tender – No Loading
- (ii) If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %
- (iii) Other than above, loading will be done by 5%.

B. Submission of SD-cum-CPBG

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

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

❖ **Tender is uploaded on website for information to the Licensor's approved vendors only.**

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

UNPRICED PART – A

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL,
LEPETKATA _____

Un-PRICED SCHEDULE (FOREIGN BIDDER)

Tender No. : **BCPL/C&P/LE17S627MD/01568**

Bidder's Name: _____

Name of the FOB port: _____

SL. NO	ITEM DESCRIPTION	UNIT	QTY.	CURRENCY	UNIT PRICE (PER KG)				TOTAL PRICE	
					FOB Port of Loading (per Kg)		CFR Kolkata (per Kg)		FOB Port of Loading	CFR Kolkata
					IN FIG	IN WORDS	IN FIG	IN WORDS	IN FIGURE	IN FIGURE
1	Calcium Stearate F&T	KG	1260		<i>Do not quote here. Only confirm that you have quoted as per this format</i>					

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid; otherwise, their bid shall be liable for rejection.

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

Un-PRICED SCHEDULE – INDIAN BIDDER

SCHEDULE OF RATES (SOR) -UN-PRICED BID															
(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)															
TENDER NO: BCPL/C&P/LE17S627MD/01568															
PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA															
Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Unit Price per KG Ex-works [including packing and forwarding charges]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (G) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (✓) on the applicable one above. Applicable on (G+J) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lepetkata Basis (O=G+J+L)	Total FOT site BCPL Lepetkata Basis Amount P=(O*F)
						(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	5301090194	Calcium Stearate F&T		KG	1260	Do not quote here. Only confirm that you have quoted as per this format									
TOTAL AMOUNT (AFTER SUMMING UP COLUMN "P") IN FIGURE:															
TOTAL AMOUNT (AFTER SUMMING UP COLUMN "P") IN WORDS:															
Note: - In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule above. - In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. - In case any cess on GST is applicable, same shall also be considered in evaluation. - Evaluation shall be done on item wise basis.															
Name of authorized person submitting the tender on behalf of the Bidder (s):															
Designation of authorized person:															
Name of firm / Contractor:															
Address of firm / Contractor:															
Date:															

PRICED PART - B

PRICE SCHEDULE (FOREIGN BIDDER)

Tender No.: : **BCPL/C&P/LE17S627MD/01568 for PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/85251-71-4) FOR PP UNIT, BCPL, LEPETKATA**

Bidder's Name: _____

Name of the FOB port: _____

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	CURRENCY	UNIT PRICE (PER KG)				TOTAL PRICE	
					FOB Port of Loading (per Kg)		CFR Kolkata (per Kg)		FOB Port of Loading	CFR Kolkata
					IN FIG	IN WORDS	IN FIG	IN WORDS	IN FIGURE	IN FIGURE
1	Calcium Stearate F&T	KG	1260							

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Tender Document No : BCPL/C&P/LE17S627MD/01568
Tender for : PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA

PRICED SCHEDULE – INDIAN BIDDER

SCHEDULE OF RATES (SOR) -PRICED BID															
(BIDDER TO MENTION " PRICE " IN PRICED SOR															
TENDER NO: BCPL/C&P/LE17S627MD/01568															
PROCUREMENT OF 1260 KG CALCIUM STEARATE F&T (CAS NO. 1592-23-0/ 85251-71-4) FOR PP UNIT, BCPL, LEPETKATA															
Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Unit Price per Kg Ex-works [Including packing & forwarding, duties & excluding freight]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (G) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (✓) on the applicable one above. Applicable on (G+J) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lepetkata Basis (O=G+J+L)	Total Amount FOT site BCPL Lepetkata Basis P=(O*F)
						(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	5301090194	Calcium Stearate F&T		KG	1260										
COLUMN-WISE TOTAL AMOUNT:							-----	---		---		---			
TOTAL AMOUNT (AFTER SUMMING UP COLUMN " P ") IN FIGURE:															
TOTAL AMOUNT (AFTER SUMMING UP COLUMN " P ") IN WORDS:															
Note: - In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule above. - In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. - In case any cess on GST is applicable, same shall also be considered in evaluation. - Evaluation shall be done on item wise basis.															
Name of authorized person submitting the tender on behalf of the Bidder (s):															
Designation of authorized person:															
Name of firm / Contractor:															
Address of firm / Contractor:															
Date:															