

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT, BCPL, LEPETKATA, DIBRUGARH, ASSAM, INDIA.



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

TENDER DOCUMENT FOR PROCUREMENT OF ADDITIVES ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA, DIBRUGARH, ASSAM, INDIA

PRE-BID MEETING	:	2nd March,2015, At 1500 HRS
DUE DATE & TIME FOR BID SUBMISSION	:	31st March,2015 , At 1430 HRS
DUE DATE & TIME FOR BID OPENING	:	31st March, 2015, 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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REQUEST FOR QUOTATION (RFQ)

Ref No.: **BCPL/DIB/C&P/2014/S/0331/MD**

Date: **17/02/2015**

To,

Sub: RFQ no. BCPL/DIB/C&P/2014/S/0331/MD FOR PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

Dear Sir (s),

BCPL here-in-after called OWNER/COMPANY/BCPL invites you to submit bid **UNDER DOUBLE BID SYSTEM (TECHNICAL BID & PRICE BID SEPARATELY)** for **PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.** as per technical specification enclosed with tender and as detailed below in complete accordance with enclosed tender documents:

1.0 Salient Features of Tender Document:

- (i) **MODE OF TENDERING** : Limited Competitive Bidding
- (ii) **BID DOWNLOAD PERIOD** : From 17th February to 31st March ,2015 2-30PM
- (iii) **BID DOCUMENT FEE** : **NOT APPLICABLE**
- (iv) **EARNEST MONEY** : **NOT APPLICABLE**
- (v) **DELIVERY SCHEDULE** : Please refer Special Conditions of Contract (SCC)
- (vi) **DATE AND TIME FOR PRE-BID CONFERENCE** : **2nd March,2015 , At 1500 HRS**
- (vii) **VENUE** : Dy. General Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Ph No: +91 373-2914635
- (vii) **LAST DATE AND TIME FOR BID SUBMISSION** : **31st March, 2015, At 1430 HRS**
- (viii) **DATE AND TIME FOR OPENING OF UN-PRICED BID (TECHNO-COMMERCIAL)** : **31st March,2015, At 1500 HRS**
- (ix) **BID EVALUATION CRITERIA (BEC)** : Please see Annexure -1 to IFB
- (x) **REJECTION CRITERIA** : Please see Special Conditions of Contract (SCC)

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ADDRESS TO WHICH HARD COPY OF BID IS TO BE SENT (BY COURIER/REGD. POST/ETC.)

Dy. General Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Ph no: +91 373-2914635

EARNEST MONEY DEPOSIT (EMD)/BID BOND/BID SECURITY:
NOT APPLICABLE

DOCUMENTS AGAINST BEC:

The bidder is required to read BEC [Refer Article 1(ix) above and Annexure -1 to IFB] carefully and ensures to furnish complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on submitted document(s)/ available document(s) with BCPL shall only be considered for further evaluation.

PRE-BID MEETING:

- a) The Bidder(s) or his official representatives, **who have already submitted bid document fee (NOT REQUIRED)**, are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/fax/ courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-tender) shall only be considered.

Immediately upon receipt of tender information, interested bidder must submit F-1 "Acknowledgement Cum Consent Letter" duly filled-in & signed through e-mail/fax. In case of non participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 "Acknowledgement Cum Consent Letter" attached in the tender failing which BCPL may not issue any tender to such bidder in future. BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

Thanking You,
Yours faithfully,
for Brahmaputra Cracker & Polymer Limited

M J DUARAH
DY. MANAGER (C&P)
E-mail: mjduarah@bcplindia.co.in
Contact No: 0373-2914635

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INDIA.**

Annexure –I to IFB

BID EVALUATION CRITERIA (BEC)

“Bidder must be approved by LLDPE/HDPE swing unit process licensor M/s Ineos for supply of ZINC OXIDE (CAS no: 1314-13-2) for LLDPE/ HDPE SWING UNIT, BCPL, LEPETKATA”

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SECTION - II

INSTRUCTIONS TO BIDDERS

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
**Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/
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Table of Clauses

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

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INDIA.

Annexure-I

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 If not covered in BEC, the bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on holiday by BCPL or black listed by any PMCs of BCPL/Government Department/ Public Sector including BCPL.

3. ONE BID PER BIDDER:

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

4. BID EVALUATION CRITERIA:

The Bid Evaluation Criteria (BEC) is as per IFB. The bids of only those bidders shall be considered for further evaluation and award who meets BEC in totality and have submitted sufficient documentary evident in support of meeting BEC.

5. COST OF BIDDING:

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

B. BIDDING DOCUMENTS

6. Content of Bidding Documents:

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

Section I.	Invitation for Bids
Section II.	Instructions to Bidders (ITB)
Section III	General Conditions of Contract-Goods (GCC-Goods)
Section IV	Special Conditions of Contract & Shipping Instructions
Section V	Forms and Formats
Section VI	Un-Price Schedule
Section VII	Price Schedule

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

7. CLARIFICATION OF BIDDING DOCUMENTS:

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

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

8. AMENDMENT OF BIDDING DOCUMENTS:

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

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

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID:

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

9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BIDS:

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee (Not applicable in this Tender)
- (C) Original EMD / Bid Security
- (D) Documents against BEC (Refer Appendix -1 to IFB)
- (E) Power of attorney (as per clause no.-2.1, Annexure-II, ITB)
- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F 12 A/B)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3, F4, F5, F6(A&B), F7, F8, F10(A&B), F11, F12(A&B), F13, F14, F16 of Section-V of Tender Document)
- (H) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) duly signed and stamped towards proof of submission of prices as per price schedule in "Price Bid (Part-II)" of Bid.
- (I) Technical specification sheet duly filled all desired information & signed
- (J) All technical and commercial details other than the rate/price
- (K) Complete Tender Document signed
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued

PART-II: PRICE BID [PRICE SCHEDULE]

Priced Bid shall contain only rates/prices filled-in strictly in the "Price Schedule" format of the tender document, duly signed & stamped.

No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be stipulated / submitted in Priced bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule format or anywhere else in the offer. 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" and indicate the discounted unit rate(s) only.

If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will

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be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

EARNEST MONEY DEPOSIT [EMD](To be enclosed along with un priced bid)

This section only contains copy of EMD and no other document(s)/conditions.

11. BID FORM & PRICE SCHEDULE:

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

12. BID PRICES:

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

12.2 Indian Bidders shall indicate the following separately (as per Price Schedule, Part-II)

- A) Ex-works Price including packing and forwarding charges (such rate/price must include all costs as well as duties and taxes paid or payable on components & raw materials incorporated or to be incorporated in the goods and any other associated cost/charge applicable during currency of contract for which provision(s) are not made in price schedule format).
- B) Excise Duty & Sales Tax (rates with concessional form/Form-C) which will be payable on the finished goods, if this contract is awarded. Cenvat Invoice to be submitted by Supplier for the said amount.
- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Purchaser will not issue/provide any Essentiality certificate for imports.
- D) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to BCPL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.
- E) Transportation charged from Vendor's works/go-down to BCPL Lepetkata.

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

12.3 Foreign Bidders shall submit prices separately for the following (as per Price Schedule – Part-II).

- A) FOB port of shipment inclusive of all taxes, duties, storage charges & any other FOB charges etc. up to FOB port of Shipment basis.

12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms. In the event of foreign bidder emerging as successful bidder, **the Order may be placed on FOB basis. However, Purchaser reserves the right to convert the Purchase Order**

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from FOB basis to CFR basis within 45 days from the date of release of Purchase Order. Bidder is, therefore, required to keep CFR basis prices valid for 45 days beyond the date of Purchase Order.

12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.

13. BID CURRENCIES:

13.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.

13.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.

13.3 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 ITB Clause 13.2) 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.

13.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per IFB)

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

14.2 Bidders Eligibility Criteria

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

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false

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/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

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

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

Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

15. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:

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

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

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

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

16. PERIOD OF VALIDITY OF BIDS:

16.1 The bid shall remain valid for acceptance for Four **(4) months** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17. EMD / BID SECURITY (TO BE ENCLOSED ALONG WITH THE UN-PRICED BID)

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

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

17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Limited, payable at State Bank of India, Lepetkata Dibrugarh (India)

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(issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic 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 and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-39 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-40.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-39 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-40.0
 - iii) to accept correction of errors pursuant to ITB Clause-29.0
 - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
 - d) If bidder is involved in fraudulent practice, submitted forged document or falls/wrong & incorrect information in the tender.
- 17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the Subject of Tender** for which the bidder is quoting. This is essential to have proper co-relations' at a later date. The Bid Security in the form of Bank Guarantee shall be in strictly the format provided in the Bidding Document, failing which bid shall be rejected at any stage.
- 17.9 For Domestic Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items up to the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.
- 18. PRE-BID MEETING:**
- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam)** India on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

19. AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE:

- 19.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad 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.
- 19.2 In the event bidder is having as 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) The 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.
- (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.

- 19.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase 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 purchase of bidding documents, attending of bid opening and claiming of payment

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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.

D. SUBMISSION OF BIDS

20. SEALING AND MARKING OF BIDS: Please refer IFB.

21. DEADLINE FOR SUBMISSION OF BID:

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

22. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

E. OPENING AND EVALUATION OF BIDS

23. BID OPENING:

23.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

The Purchaser will open bids including withdrawals and modifications made pursuant to Clause 26 of ITB), at date, time as stipulated in IFB.

24. PROCESS TO BE CONFIDENTIAL:

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

25. CONTACTING THE PURCHASER

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

26. PRELIMINARY EXAMINATION OF BIDS:

26.1 Techno-Commercial Bid Evaluation

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

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

26.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids do not contain any exception to the conditions and stipulations of the Bidding Documents shall be opened.

26.1.4 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and

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compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

26.2 Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

27. PRICED BID OPENING:

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

27.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.

27.2 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

28. ARITHMETIC CORRECTIONS:

The bids will be checked for any arithmetical errors as follows:

28.1 In case of any discrepancy between prices in words and prices in figures, the rate corresponds to the amount worked out by the bidder (by multiplying the quantity and rate) shall be taken as correct and shall be valid and binding.

29.2 When the unit rate quoted by the bidder in figures and words tallies but the amount is incorrect, the unit price alone shall be considered valid and binding on the Bidder.

29.3 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 purpose.

If the bidder does not accept the correction of errors as above, its bid will be rejected and the bid security will be forfeited.

29. CONVERSION TO SINGLE CURRENCY:

To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to priced bid opening.

30. EVALUATION AND COMPARISON OF BIDS:

30.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 27 and as per provisions mentioned in the SCC of tender document.

30.2 Refer Bid Evaluation Criteria mentioned in SCC of this tender document.

30.3 Bids not conforming to Bid Evaluation Criteria and technical specifications/requirements shall be rejected.

30.3 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to retendering, BCPL shall forfeit Earnest money paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s) / item(s).

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- 31. Domestic Preference:** Domestic price preference shall be allowed as per Govt. instructions in vogue.
- 32. Purchase Preference:**
Purchase preference to Central Government Public Sector Undertaking shall be allowed as per Government instructions in vogue.

F. AWARD OF CONTRACT

- 33. POST QUALIFICATION:**
- 33.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 33.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 33.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- 34. AWARD CRITERIA:**
- 34.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 35. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**
PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 36. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
PURCHASER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:**
- 37.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent/ Fax of Acceptance will constitute the formation of the Contract.
- 37.2 Delivery shall be counted from the date of notification of award / Fax of Intent/ Fax of Acceptance.
- 37.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-40, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.
- 38. ACCEPTANCE OF PURCHASE ORDER:**
PURCHASER will issue the Purchase Order to the successful bidder(s), who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 39. PERFORMANCE GUARANTEE:**
- 39.1 Within 15 days of the receipt of the notification of award / Fax of Intent/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value

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through DD/BG/LC in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.

39.2 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. This bank guarantee shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

39.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

40. INCOME TAX LIABILITY:

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

41. PERFORMANCE RATING & EVALUATION:

In case of successful bidder, performance of bidder/supplier shall be evaluated with respect to reliability on performance (viz., acceptance of PO, submission of PBG, test certificate, other documents required, attending complaints/ after sales/ services/ response to purchaser’s correspondence etc.) within specified time limit, delivery/completion performance and quality performance (viz., rejection/defects/quantity failed/ deviation to specifications/scope of supply/work etc.).

Based on evaluated index of supplier, BCPL may decide whether the supplier is to be considered for future tendering/blacklisting/holiday etc.

Detailed guidelines in this matter are available with purchase officer. If required, bidder(s) may obtain the same against written request.

42. CORRUPT OR FRAUDULENT PRACTICES:

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

- a) defines, for the purposes of this provision, the terms set forth below as follows :
 - i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

43. Vendors must despatch/transport the contracted material/supplies only through registered common

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carriers

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

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SECTION- III

GENERAL CONDITIONS OF CONTRACT-GOODS (GCC-GOODS)

(ENCLOSED IN A SEPARATE FILE)

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FORMS & FORMATS

Section IV

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-16	CERTIFICATE OF NON-INVOLVEMENT OF AGENT

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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,

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

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

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 :.....

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(iii) Fax Number :.....

(iv) Contact Person :.....

(v) E-mail Address :.....

(vi) Website :.....

B) DETAILS OF CONTACT PERSON:

(i) Postal Address :.....

.....

.....

.....

(ii) Telephone Number :.....

(iii) Fax Number :.....

(iv) Contact Person :.....

(v) E-mail Address :.....

(vi) Mobile No.- :.....

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

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

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

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BIDDER'S GENERAL INFORMATION

F-2

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

1	BIDDER NAME	
2	NUMBER OF YEARS IN OPERATION	
3	REGISTERED ADDRESS	
4	OPERATION ADDRESS IF DIFFERENT FROM ABOVE	
5	TELEPHONE NUMBER	
6	MOBILE NO./DIRECT NO	
7	E-MAIL ADDRESS & WEB SITE	
8	FAX NUMBER	
9	ISO CERTIFICATION, IF ANY	
10	WHETHER REGISTERED WITH MSME (SSI)	Micro/Small/Medium... [Indian Bidders]
11	WHETHER NSIC REGISTERED INDIAN VENDOR	
12	EXECUTED PO FOR BCPL	

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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 ADDITIVES ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT OF 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)

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

F-3

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

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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 :** _____

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

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD

**Tender for : PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/
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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:

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

CHECK LIST OF DOCUMENTS

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[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) alongwith 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 along-with 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]

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

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/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR
LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA, DIBRUGARH,
ASSAM, INDIA.

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/DIB/C&P/2014/S/0331/MD)

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]

Tender Document No
Tender for

: BCPL/DIB/C&P/2014/S/0331/MD
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ASSAM, INDIA.

persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

F-6[B]

POWER OF ATTORNEY

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

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

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

"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:

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

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NO DEVIATION CONFIRMATION

Bidder Ref:

Date:

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

Tender For :

To,

Dy. General Manager (C&P)
Brahmaputra Cracker 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)

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

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CERTIFICATE

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

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

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 authorised 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/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

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 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) guarantee and undertake 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 upto _____ [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 authorised 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: _____

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : **PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.**

F-10(B)

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,
Brahmaputra Cracker 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

Tender Document No
Tender for

: BCPL/DIB/C&P/2014/S/0331/MD
: PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR
LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH,
ASSAM, INDIA.

(Original Bank)
Counter Signature

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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

M/s _____ have been
awarded the work of _____
for Brahmaputra Cracker and polymer Limited(BCPL), Lepetkata, Assam, India.

The Contracts conditions provide that the SELLER shall pay a sum of Rs._____ (Rupees as full
Performance Guarantee in the form therein mentioned. The form of payment of Performance Guarantee
includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify BCPL. , in
case of default.

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

1. We _____ hereby
undertake and agree with you that if default shall be made by M/s _____
in performing any of the terms and conditions of the tender or in payment of any money payable to BCPL.
we shall on demand pay without any recourse to the contractor to you in such manner as you may direct
the said amount of Rupees _____ only or such portion thereof not exceeding
the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone
for any time or from time to time the exercise of any of the powers and rights conferred on you under the
contract with the said _____ and to enforce or to forbear from
endorsing any powers or rights or by reason of time being given to the said _____
which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will not be affected or
suspended by reason of the fact that any dispute or disputes have been raised by the said
M/s. _____ and/or that any dispute or disputes are pending before any officer,
tribunal or court.

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

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 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_____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Assam Courts.

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

Yours faithfully,

By its Constituted Attorney Bank

(Signature of a person duly authorised to sign on behalf of the Bank.)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered a.

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

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.

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F-12 (A)

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/ 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 form as provided in tender document and with all break-up asked therein.	
5.5	Transportation Charges up to BCPL Lepetkata have been clearly indicated against each item in "Price Bid"	
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	

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	Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit 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)	
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 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 QUOTED 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).	

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
Tender for : PROCUREMENT OF ZINC OXIDE (CAS no: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT , BCPL , LEPETKATA,DIBRUGARH, ASSAM, INDIA.

7.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges except transit insurance.	
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	Indicate dispatch point	
7.7	Furnish the currency of quote	INR
7.8	Indicate item wise present rate of excise duty applicable extra on finished products and confirm the same is excluded from quoted basic price and mentioned separately. Statutory variation in Excise Duty on finished products shall be to Owner's account within contractual delivery period. If there is any variation in Excise duty at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder. If Excise Duty is presently not applicable confirm the same will be borne by you in case it becomes leviable later. In case (c) or (d) is not acceptable, confirm maximum rate of Excise Duty chargeable. Confirm submission of CENVAT invoice to enable BCPL to avail maximum cenvat benefit.	(a)..... (b)..... (c)..... (d)..... (e)..... (f).....
7.9	Indicate item wise rate of Sales Tax/VAT on finished products : CST with 'C' form. Local Sales Tax/VAT (in case supplies are made within originating state) with Concessional form. If there is any variation in CST/Vat at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder.	(i)..... (ii)..... (iii).....
7.10	Taxes & duties shall be payable at rates as applicable at the time of supply or within contractual delivery date, whichever is earlier. Any reduction in taxes and duties at the time of supply after contractual delivery date shall be passed on to the Owner and any increase shall be borne by bidder.	(i).....

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	Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	(ii).....
7.11	Confirm transit insurance is excluded from the quoted prices.	
7.12	Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. Inspection shall be carried out by Owner/Third Party 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).....
7.13	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
7.14	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.	
7.15	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.	
7.16	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. same is noticed/found in future, the Bid submitted may be rejected / terminated at any stage.	
7.17	Confirm that the contents of the Tender Document 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.	
7.18	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	

Tender Document No : BCPL/DIB/C&P/2014/S/0331/MD
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	on holiday/blacklist as per its prevailing policy.	
7.19	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 (MMDS) 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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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.

SI.	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 form as provided in tender document and with all break-up 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 per Tender Document & its Corrigendum (if any)	

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5.10	Accepted Guarantee/warrantee 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 " []
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 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 QUOTED in 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	

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	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.	
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 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

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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 '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 (MMDS) 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	

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	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:

Dy. General Manager (C&P)
Brahmaputra Cracker 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)

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Enterprise's Information with respect to the

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Micro, Small and Medium Enterprises Development Act, 2012

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:

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

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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)

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CERTIFICATE OF NON-INVOLVEMENT OF AGENT

Bidder Ref:

Date:

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

SUBJECT: PROCUREMENT OF ZINC OXIDE (CAS NO: 1314-13-2) FOR LLDPE/ HDPE SWING UNIT, BCPL, LEPETKATA,DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/0331/MD

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.
-

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SPECIAL CONDITIONS OF CONTRACT (SCC)

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The terms and conditions enumerated herein shall supersede the terms and conditions mentioned elsewhere in the tender document.

1. SCOPE OF SUPPLY /SPECIFICATION/DOCUMENTS & CERTIFICATE:

- (a) Zinc Oxide (CAS No. 1314-13-2) is used as catalyst deactivation additive in production of Polyethylene..
- (b) Total quantity required = 745 Kg**
- (c) Bidder needs to provide rate of Additive (CAS No. 1314-13-2) as per the Schedule of Rate (SOR).
- (d) Bidder will supply Additive (CAS No. 1314-13-2) against the BCPL's requirement while strictly adhering to Quality Assurance & Control
- (e) Bidder is required to submit duly signed check list enclosed as **Annexure – A** with technical bid of document.

2. SPECIFICATION OF ADDITIVE

- (a) CAS NO. : 1314-13-2
- (b) COMMERCIAL NAME : Zinc Oxide Active / Zinc Oxide Neige S
- (c) Application : Used as catalyst deactivation additive in production of Polyethylene

1.1 DOCUMENTS/CERTIFICATE:

Technical offer of the bidder should contain the following documents:

- i. Product datasheet of Additive i.e. CAS No. 1314-13-2
- ii. Material Safety data sheet (MSDS)
- iii. Storage instruction and safe handling procedure
- iv. Reference list of users and Names of contact persons
- v. A CERTIFICATE OF ANALYSIS (COA) / TEST CERTIFICATE shall accompany each lot.
- vi. Technical data sheet.(If any)

1.2 INSPECTION / CERTIFICATE OF ANALYSIS:

- a) Necessary test certificate conforming to the quality of the ADDITIVES as per the specification to be provided as a part of dispatch document of each lot.
- b) Certificate of Analysis for each lot of additives should be in line with BCPL's required specification.

2 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 2 Month from the date of dispatch on FOB basis.

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Entire qty. to be supplied in single lot. The delivery schedule is shall be as under:

For Foreign bidders:	4 months from the date of placement of PO on FOB Port of Shipment basis.
For Indian Bidders :	5 Month from the date of placement of PO on dispatch point basis/ Lepetkata Site basis.

The quantity of material may vary slightly according to packing size.

3 PACKING / MARKING / SHIPPING & DOCUMENTATION:

- a. The material shall be supplied under prevalent standard international industrial practice.
- b. The quantity per lot shall be determined / adjusted according to the standard packing size / volume / weight offered by the bidder.
- c. Each packing shall be adequate in strength.
- d. Each packing should be marked with i.e. Name of material & code no. Manufacturer's name & batch number, Date of manufacture & net quantity etc.

4 GUARANTEE / WARRANTY:

The supplied material should have minimum shelf life of **Eighteen (18)** months from the **date of manufacturing**. However, date of manufacturing of each lot of the material should not be prior to **TWO month** from the **date of dispatch** from FOB port of exit. Accordingly, bidder should provide guarantee / warrantee on the supplied material for the shelf life period.

If at any point of time, material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by SELLER at its own cost and material to be replaced immediately.

5 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 it's 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.

6 FIRM & FIXED PRICES:

The quoted prices shall remain FIRM AND FIXED till contract period.

7 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

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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

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)

Account NO- 32034267038
Bank's Name : State Bank Of India
Address: Thana Charali, Dibrugarh, Assam - 786001
SWIFT code : SBININBB661
Branch Code: 00071
Ph. No. : 0373-2321048
Fax no. :0373 2324369
E-mail : sbi.00071@sbi.co.in

FOR DOMESTIC BIDDERS:

100% payment with full taxes and duties and transportation charges against dispatch documents shall be done within 30 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.

8 SECURITY DEPOSIT-CUM-CPBG:

- a) Within 15 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

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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.

9 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.

10 QUALITY ASSURANCE & CONTROL

- 10.1 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.
- 10.2 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.
- 10.3 QA / QC systems to be adopted for this specification may be based on systems already developed and implemented by Bidder for similar plants elsewhere

11 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) Request for advance payment
- iv) Non-acceptance of Performance Guarantee
- v) Non acceptance of Guarantee /Warranty

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-
- vi) Non-submission of Firm and Fixed Price
 - vii) 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)
 - viii) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and force majeure etc.
 - ix) Any deviation to scope of supply, specification etc.

12 EVALUATION OF OFFERS:

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:

- a) Indigenous/Domestic Bidder:** The evaluated price of domestic bidder shall include the following:
1. Ex-works price quoted by the bidder (with customs duty on imported raw materials and component)
 2. Packing & Forwarding (if any)
 3. Excise Duty, Educational cess (if any)
 4. Sales tax with (against form C/3B) or without concessional Form / VAT
 5. Any other charges/taxes/duties mentioned by the bidder in price schedule format. Commercial/Technical loading/ Price Advantage, (if any)

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

Domestic bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail cenvat benefit.

- (B) Foreign Bidders:** The evaluated price of foreign bidder shall include the following:
1. CFR price quoted by bidder including Marine freight (i.e. freight from Port of Exit to Port of Entry at Kolkata) *[Both FOB & CFR prices to be indicated by the bidder separately in the price schedule]*.
 2. Marine Insurance @ 1% of FOB price.
 3. Landing charges @1% of CIF Kolkata price
 4. Customs Duty and Educational cess (if any)
 5. CVD and Educational cess (if any)
 6. Any other special additional import duty (if any).
 7. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
 8. Commercial/Technical loading/Price Advantage, (if any)

For the purpose of evaluation, the prevailing rates of taxes and duties (including Customs duty and other import duties) as applicable on date of final submission of technical bid (Part-I) shall be considered. However, order shall be issued based on the prevailing rates of taxes and duties as applicable as on date of

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issuance of order. For domestic bidders, in case of any statutory increase in rate of Excise duty and Sales Tax/VAT (except due to turnover of bidder) within the scheduled delivery period, shall be borne by BCPL.

- (C) The evaluated price of all the domestic bidders and foreign bidders as above shall be compared together to arrive at the lowest offer as per given below:

i) WHERE INDIGENOUS & FOREIGN BIDS EXIST:

The comparison between indigenous & foreign offers shall be done as enumerated at (A) & (B) above. If lowest bidder happens to be Indian Bidder, all the Indian bidder(s) price will be evaluated as per (iii) below and final L-1 bidder will be considered for award.

ii) WHERE ONLY FOREIGN BIDS EXIST:

The comparison shall be done based on CFR rate quoted by bidders.

iii) WHERE ONLY INDIGENOUS BIDS EXIST:

F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any).

The foreign bidders are required to quote FOB and CFR prices strictly as per the price schedule of tender document . Please ensure that your CFR rates includes 21 days of free detention at destination port at Kolkata . However, BCPL may finalize the order on FOB or CFR basis, at the sole discretion of BCPL. In order to obtain clearance from the Ministry of Surface Transport, Govt. of India to convert the order from FOB to CFR basis (if required), the foreign bidders are required to keep the CFR prices valid for 45 days beyond the date of Order.

Note:

- (1) Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India on the working day prior to Priced Bid Opening for the purpose of evaluation of prices.
- (2) In case of evaluated price found equal for 2 or more bidders (i.e. if there is more than one L1 bidders), then revised price /discount will be obtained from qualified bidder(s), Even after situation of tally of evaluated price arises , BCPL may finalize the order on single bidder, on it's sole discretion.

13 PRICE REDUCTION SCHEDULE:

As per GCC.

14 LOADING CRITERIA FOR BID EVALUATION

18.1 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

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- (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%.

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

15 COUNTRY OF ORIGIN OF GOODS:

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

16 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)/Excise invoice in triplicate.
2. Challan
3. LR/Consignee copy
4. Packing List
5. Test Certificate/Certificate of Analysis
6. Warranty certificate.

17 TRANSIT INSURANCE:

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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

FAX NO.: +91 373-2324409

MOBILE NO.: +91 94351 80034(M); 84040 50068(M)

E-MAIL: SJ.Bardhan@nic.co.in; 200300@nic.co.in;

antara.saikia@nic.co.in

(POLICY NO. 200300/44/09/5050000001)

18 BILLING AND DOCUMENTATION:

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

Dy. 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.

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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

Bank's Name : State Bank Of India

Address: Thana Charali, Dibrugarh, Assam - 786001

SWIFT code : SBININBB661

Branch Code: 00071

Ph. No. : 0373-2321048

Fax no. :0373 2324369

E-mail : sbi.00071@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:

Dy. 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

19 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".

20 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

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

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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 & MARKINGS

The material shall be supplied under prevalent standard 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:
 - i. Material code no.
 - ii. Manufacturer's name.
 - iii. Manufacturer batch no.
 - iv. Date of manufacture.
 - v. Drum no. (for identification)
 - vi. Name of Additives for material identification.
 - vii. 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.

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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 :
- ⇒ 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

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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:

Gulf & West Ports
M/s. OPT OVERSEAS PROJECT
TRANSPORT INC.,

Ph.: + 1 201 998 7771

Fax.: + 1 201 998 7833,

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46, SELLERS STERRT, KEARNY
NEW JERSEY 07032, USA

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,
Mumbai – 400021

Ph.: +9122-2026666/22026785

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,

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: TRANSCART: 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.
2. 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, **NO INDIAN AGENT COMMISSION IS APPLICABLE AND PAYABLE** for this tender.

Contact Details of the Licensor:

John Boertjes

Project & Proposal Manager Polyolefins Licensing
M/s INEOS Commercial Services UK Limited,
Hawkslease, Chapel Lane
Lyndhurst, S0437.FG

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United Kingdom

E-mail: john.boertjes@ineos.com

Phone: +31 6 2293 1303

Annexure-A

CHECKLIST

Sl no	Particulars	To be filled Vendors Only
1	Name	
2	CAS No:	
3	Technical Data Sheet	
4	MSDS	
5	Quantity offered	
6	Packing	
7	Delivery schedule	
8	Shelf Life	
9	Guarantee / Warrantee	

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UNPRICED PART – A

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PRICE SCHEDULE (FOREIGN BIDDER)

Tender No.: : BCPL/DIB/C&P/2014/S/0331/MD

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	Supply of ZINC OXIDE (CAS no: 1314-13-2) (or equivalent as per BEC)	Kg	745		<i>Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part</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.

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PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO: : BCPL/DIB/C&P/2014/S/0331/MD

Bidder:

Currency

Sl. No	Item Description	UOM (Unit of measurement)	Qty	Unit Price Ex-Works	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %)	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XCol4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12			
1	2	3	4	5	6	7	8	9	10	11	12	13			
1	Supply of ZINC OXIDE (CAS no: 1314-13-2) (or equivalent as per BEC)	Kg	745	Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part											
	Unit price Ex Works (refer column 5 above) in words			Do Not quote here											
Cenvat invoice will be submitted							YES/NO								
Amount of Cenvat Benefit to be passed on to BCPL							per KG								
Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.						(Signature of Authorised Person of Bidder)									
						Name									
						Designation									
						Name of Organisation									

ITEM DESCRIPTION AND SCHEDULE

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SL. NO.	ITEM DESCRIPTION	UNIT	QTY IN SINGLE LOT
1	Supply of ZINC OXIDE (CAS no: 1314-13-2) COMMERCIAL NAME:	Kg	745

TO BE FURNISHED BY BIDDER AGAINST EACH LOT:-

SL. NO.	ITEM DESCRIPTION	PACKING SIZE	ESTIMATED SHIPPING WEIGHT (IN KG)	ESTIMATED SHIPPING VOLUME (IN CU.M)	ESTIMATED NUMBER OF PACKAGES
1	Supply of ZINC OXIDE (CAS NO: 1314-13-2) (or equivalent as per BEC)				

TRADE NAME_____
COMMERCIAL NAME_____

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PRICED PART - B

PRICE SCHEDULE (FOREIGN BIDDER)

Tender No.: BCPL/DIB/C&P/2014/S/0331/MD

Bidder's Name: _____

Name of the FOB port: _____

SL. NO.	ITEM DESCRIPTION	UNI T	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	Supply of ZINC OXIDE (CAS no: 1314-13-2) 3(or equivalent as per BEC)	Kg	745							

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.

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PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO: : BCPL/DIB/C&P/2014/S/0331/MD

Bidder:

Currency

Sl. No	Item Description	UOM (Unit of measurement)	Qty	Unit Price Ex-Works	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %)	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XCol4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Supply of ZINC OXIDE (CAS NO: 1314-13-2) (or equivalent as per BEC)	Kg	745									

Unit price Ex Works (refer column 5 above) in words

Cenvat invoice to be submitted

Amount of Cenvat Benefit to be passed on to BCPL

YES/NO

per **KG**

(Signature of Authorised Person of Bidder)

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.

Name

Designation

Name of Organization