



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BID DOCUMENT No.: BCPL/DIB/C&P/2012/C/063/DBK

Date: 23/03/13

To,

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BID DOCUMENT FOR
SUPPLY OF TRY ETHYLENE GLYCOL FOR BCPL –PETRO CHEMICAL PLANT, DIST
DIBRUGARH (ASSAM)

PROCUREMENT UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING

Prepared & Issued By

OFFICE OF THE SR. MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Central Warehouse", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam
Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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CUT-OUT SLIP

(It is a Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/C/063/DBK Dated: 12/02/13

Item: Supply of Try Ethylene Glycol (TEG) for BCPL's Petro- Chemical Plant at, Lepetkata, Dibrugarh, Assam

Due Date & Time

of bid submission: Up-to 15:00 hrs (IST) on 14/04/2013

From:

to:

	Office of the Sr. Manager(C&P) M/s. Brahmaputra Cracker & Polymer Limited (BCPL), Lepetkata Central Warehouse, BCPL-Project Site, P.O. Lepetkata Dist: Dibrugarh, PIN – 786006 ASSAM Ph no.:0373-2914611/9864116832
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/C/063/DBK Dated: 23/03/13

Item: Supply of Try Ethylene Glycol (TEG) for BCPL's Petro- Chemical Plant at, Lepetkata, Dibrugarh, Assam

Due Date & Time

of bid submission: Up-to 1500 hrs (IST) on 14/04/2013

From:

to:

	Office of the Sr. Manager (C&P) Brahmaputra Cracker & Polymer Limited, Lepetkata Central Warehouse, BCPL Project Site, P.O. Lepetkata Dist –Dibrugarh PIN: 786006 ASSAM Ph no.:0373-2914611/9864116832
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(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/C/063/DBK Dated: 23/03/13

Item: Supply of Try Ethylene Glycol (TEG) for BCPL's Petro- Chemical Plant at, Lepetkata, Dibrugarh, Assam

Due Date & Time

of bid submission: Up-to 1500 hrs (IST) on 14/04/2013

From:

to:

	Office of the Sr. Manager(C&P) M/s. Brahmaputra Cracker & Polymer Limited, Lepetkata BCPL –Project Site Dist –Dibrugarh PIN: 786006 ASSAM Ph no.:0373-2914611/9864116832
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(To be pasted on the outer envelope containing envelopes Part-II)

Invitation for Bids (IFB) under Limited Domestic Competitive Bidding for Supply of Try Ethylene Glycol for BCPL's Petro-Chemical Plant at Lepetkata, Dist : Dibrugarh, Assam

M/s. Brahmaputra Cracker & Polymer Limited (A Government of India Undertaking) invites bids on Limited Domestic Competitive Bidding basis for Supply of Try Ethylene Glycol (TEG) for BCPL's Petro-Chemical Plant at Lepetkata , Dist: Dibrugarh (Assam) under Two Bid two envelope system from Competent suppliers meeting the Bid Evaluation Criteria as detailed herein:

Salient Features of Bid Document:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2012/C/063/DBK dated: 23/03/13
1.2.3	Delivery Schedule:	Refer Special Condition of Contract, Section –III B of the tender document.
1.2.4	Bid Document available on website	From 15.00 hrs on 23/03/13 on www.gailonline.com & www.bcplonline.com
1.2.5	Pre-Bid Meeting	Not Applicable
1.2.6	Last date and time for Submission of bid	14/04/2013 up to 15.00 hrs
1.2.7	Date and time for opening of un – priced bid at BCPL, Lepetkata	14/04/2013 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.8	Place of submission of bid	BCPL , Central Werehouse, P.O. Lepetkata, Dibrugarh -786006
1.2.9	Earnest Money Deposit / Bid Security (Refundable)	Rs. 2, 00,200/-(One Lac. One Thousand Only)
1.2.10	Venue for Opening of Un-priced bids	BCPL, Central Warehouse, Near Admin Gate, P.O. Lepetkata –Dibrugarh -786006
1.2.11	Contract Person	Sh. Dipanka Barkakati, Sr. Officer (C&P) mail: dbarkakati@bcplindia.co.in

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

PART –I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate.

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid.

Earnest Money Deposit / BID Security:

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at State Bank of India, Dibrugarh, Assam.

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non responsive & shall be rejected.

Price Basis:

FOR, SITE at BCPL, Lepetkata, Dibrugarh

Delivery/Completion Schedule:

MATERIALS SHALL BE DELIVERED WITHIN 04-05 MONTHS FROM THE DATE OF ORDER. (Supply will start tentatively in June 2013 and finish tentatively in August' 2013)

The material shall be supplied as per the following schedule:

Option: 01

Lot 1: 80 MT (in drums)
Lot 2: 11 MT (in drums)

Option: 02

Lot 1: 75 MT (in Tankers)
Lot 2: 16 MT (in drums)

Validity Period of Offer:

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

VAT / CST No.:

Bidder must have valid sales tax registration no. and same should be indicated in the quotation.

Bid Evaluation Criteria:**1. Experience Criteria:-**

The bidder should be Manufacture of Try Ethylene Glycol (TEG) or Authorized Dealer / Distributors of the manufacturer. In case the bidder is an authorized Dealer / Distributor, attested / notarized copy of valid authorization certificate issued directly by the manufacturer, should be submitted with bid"

OR,

The bidder must have supplied minimum 45.5 MT of Try Ethylene Glycol (TEG) against one single contract / order in any PSU / reputed Private Organization during the preceding 07 years prior to final due date of bid submission. Bidders are required to submit attested / notarized copies of Purchase Order and proof of Completion like completion certificate / Inspection Note/Copy of Invoice along with Proof of Payment Certificate etc, mentioning P.O. reference no. and the qty supplied on the same, in support of meeting BEC.

2. Financial Criteria:-

- i) The minimum annual turnover of the bidder should be Rs. 50 Lac. in any of the preceding 03 (three) financial years (FY 2009-10, 2010-11 & 2011-12).
- ii) The financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2011-12
- iii) The minimum working capital of the bidder should be Rs. 10 Lac as per the last audited financial year i.e. FY 2011-12.

If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than 100 Crore or US \$ 22million, conforming the availability of line of credit to meet the above specified working capital requirement. To comply with the above BEC, bidders must submit the copies of all relevant documents like client certificate / proof towards execution of order along with copy of the purchase order, authorized distributor's / dealer's certificate (if applicable), Audited profit & Loss Account and Balance Sheet etc. All documents must be duly **attested by Gazetted Officer / notary public**.

Tender Fee: Not Applicable

Bid document is non –transferable.

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

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

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

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

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

Bidders should not be black listed with any PSU and should not be on holyday of BCPL /BCPL and its PMC (i.e, Like M/s. EIL, Mecon, etc)

Bid sent through FAX / E-mail /Courier /Computer Floppy /CD/Pen Drive or any mode other than what is defined in tender in tender shall not be accepted.

Insurance:

The transit insurance shall be within the scope of the supplier.

Entry Tax: Not Applicable in case of BCPL

Fall Clause: Not Applicable

Despatch Instruction:

Dispatch intimation of 25 days shall be given for each lot Lot. The supplies against indicated quantity in the delivery schedule shall be applicable within +/- 5% limit. The quantity in MT as stated in the delivery schedule can be adjusted depending on standard packing size / container size offered by the bidder.

Terms of payment:

100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT OF MATERIALS & ACCEPTANCE OF THE SAME AT OUR DESIRED SITE.

Price Reduction Schedule (PRS):

PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.

Fixed Price:

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

Late Bids:

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

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

Opening of Priced Bids:

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

Award Criteria:

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

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

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

Consignee Address:

M/s. Brahmaputra Cracker and Polymer Ltd
"Mian Fire Station Building", Lepetkata
BCPL-Project Site, P.O. Lepetkata, PIN – 786006
Dibrugarh, Assam

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.

D. Barkakati
Sr. Officer (C&P)
Email: dbarkakati@bcplindia.co.in
BCPL-Lepetkata

**To,
M/s. BCPL
P.O. Lepetkata
Dibrugarh -786006**

- 1.1 Bidder Name: _____
1.2 Number of Years in Operation: _____
1.3 Address of Regional Office: _____
City _____ District _____
State _____ PIN/ZIP Code _____
- 1.4 Operational Address: _____
1.5 If different from above: _____
1.6 Address where order is to be placed / issued: _____
1.7 Address where order is to be placed / issued: _____
1.8 Telephone no.: _____
1.9 Email address: _____
1.10 Website: _____
1.11 Fax Number. _____
1.12 ISO Certification, if any: _____
1.13 Bid Currency: _____
1.14 Port of Shipment: _____
1.15 Whether supplier/ Manufacturer / Dealer /Trader/ Contractor: _____
1.16 Type of Material Supplies: _____
1.17 Banker's Name: _____
1.18 Branch: _____
1.19 Branch Code: _____
1.20 Bank Account no.: _____

2. Only for Indian Bidders:

- 1.19 Excise Registration number: _____
1.20 Excise Range: _____
1.21 Excise Division: _____
1.22 Excise Collectorate: _____
1.23 Local ST no.: _____
1.24 CST No.: _____
1.25 PAN No.: _____
1.26 Whether SSI Registration or not: _____

Place: _____

Date: _____

Name:
Designation:
Seal:

No –Deviation Confirmation

**To,
M/s. Brahmaputra Cracker & Polymer Limited
P.O. Lepetkata
Dist.: Dibrugarh-786006
Assam**

Dear Sir,

We understand that any deviation /exception in any form may result in rejection of bid. We therefore, certify that we have not taken any exception / deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

Place:

Date:

Signature of Authorized signatory of bidders

Name:

Designation:

Seal:

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by it's correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the BCPL at its address as mentioned at ITB under intimation to BCPL.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BCPL.

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To,
Brahmaputra Cracker and Polymer Ltd
"Main Fire Station Building", NH-37,
BCPL-Project Site, P.O. Lepatkata,
Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker and Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, 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 Brahmaputra Cracker and Polymer Limited, we shall on demand pay 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 your 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.
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 save said but shall in all respects and for all purpose 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 upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. 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,

____ Bank
By its Constituted Attorney
Signature of a person duly
authorized to sign on behalf of the
Bank.

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

Ref.-----

Bank Guarantee No.--

Date-----

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

Dear Sir (s),

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

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid up to----- (This
 date should be 180 days (One hundred & eighty days) after the date finally set out for closing of
 tender). If any further extension of this guarantee is required the same shall be extended to such
 required period on receiving instructions from M/s-----
 ----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this --
 -----day of -----2012 ----- at -----

WITNESS :
 (SIGNATURE)
 (NAME)

(SIGNATURE)
 (NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
 Attorney as per

Power of Attorney No.

Date : _____

FORMAT -12**Check List**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data / information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsible to make sure that his offer is otherwise complete in all respect

Sl. no	Description	Status (Submitted/Not Submitted)
01.	Bidder has submitted the technical specifications & Scope of Supply placed at Section IV of Tender Document, duly signed by authorized signatory with company seal affixed as token of acceptance.	
02.	Bidder has submitted the format F-13 (Agreed Terms and Conditions)	
03.	Bidder has submitted price bid strictly as per the format enclosed with tender (Section –IIID)	
04.	Bidder has submitted EMD / Bid Bond (Part –III of bid) in case bidder is registered with NSIC and is claiming exemption, then bidder to submit Attested / Notarized copy of NSIC certificate with –un priced bid clearly showing the item category and monetary limit up-to which they have been registered © PSU's are exempted from submission of EMD, bids without EMD / NSIC certificate shall be summarily rejected.	
05.	Bidder has submitted un priced bid and price bid separately and has not mentioned prices in un-priced / technical bid	
06.	Copy of the price schedule /SOR sheet (with the quoted / Not Quoted in the various columns) has been submitted with un priced bid	
	Bidder has submitted their bid (priced and un-priced in separately sealed envelopes and covered in a larger envelope duly sealed) and submitted the same thru courier /post/hand delivered at BCPL, lepetkata	
07.	Bidder has submitted MSDS (Material Safety Data Sheet) of the quoted item	
08.	Bidder has submitted bank details as per format 18A / 18B (as applicable)	
09.	All forms duly filled –in have been submitted duly signed by authorized person(s) with un –priced bid	
10.		

AGREED TERMS & CONDITIONS

Vendor Name: M/s. _____

Bid No.: _____

Vendor's Offer Ref No.: _____

Tel No.: _____ Fax no.: _____

Contract Person: _____ email: _____

1. All correspondence must be in ENGLISH Language Only.
2. Duly Signed & Stamped Copies of this Questionnaires with all the clauses duly confirmed /precisely replied to by the vendor, shall be enclosed
3. All commercial terms are to be Given / Confirmed in the questionnaire itself And not elsewhere in the quotation. in case of contradiction. The same given herein shall prevail.
4. Failure on the part of VENDOR IN NOT RETURNING THIS DULY FILLED –UP “ QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND /OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR’S QUOTATION”

Sl. no	Description	Vendor's
1	Specify Dispatch Point	
2	Printed terms & conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given / confirmed herein above shall prevail.	
3	Inland transit Insurance: Prices quoted excludes inland transit insurance:	
4	Taxes & Duties: a) Quoted price shall be deemed to be inclusive of all applicable taxes, duties , levies etc strictly in accordance with the terms and conditions specified in BID document b) However, any new taxes & duties, if imposed by Government of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt authorities and after ascertaining it's applicability w.r.t. the contract	
5	Excise Duty: a. Tariff sub heading no.: b. Confirm the present rate excise duty (in %) considered in the priced bid c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 11.5 (v) of section II of tender document.	
6.1	Please indicate following break ups (a) Cenvatable excise duty: (b) Non – Convertible excise duty	
6.2	(a)The payment against cenvatable portion shall be made at actual subject to maximum given at 6.1(a) above. Confirm acceptance. (b) Material supplied will be eligible for CENVAT credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of the excise duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4a	(a) Clarify whether excise duty will be applicable on freight charges also (b) In case , excise duty is not applicable on freight charges presently , and if it becomes applicable at time of delivery due to any reasons other than statutory, the same shall be borne by the vendor (c) Only statutory variations, if any, in the present rate of excise duty, up-to the contractual delivery period shall be to owner's account subject to documentary evidence to owner's A/C subject to documentary evidence to be furnished by the vendor.	
7	Sales Tax:	

	(a)Specify CST /VAT (b)Confirm the present rate of CST against form "C" (in %) /VAT (in %) considered in the price bid. (C) Clarify whether Sales Tax will be applicable on freight charges also (d) In case Sales Tax is not applicable on freight charges and it becomes applicable at the time of due to any reasons other than statutory, the same will be borne by the vendor. Confirm acceptance (e) Only statutory variations, if any, in the present rate of CST/LST/VAT, up-to contractual delivery period shall be to owner's account subject to documentary evidence to be furnished by the vendor. (f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by the the vendor if it becomes applicable by the vendor.	
8	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by them in the priced bid. Otherwise, BCPL shall deduct the differential as stipulated under clause no.: 11.5 (iv) of Section II of tender documents	
9	Price Reduction on delay in delivery: (a) Confirm acceptance of price reduction schedule for delay in completion	
10	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity as per it's discretion)	
11	Repeat Order: Confirm acceptance of Repeat Order within 06 (six) months as per GCC	
12	Performance Bank Guarantee (for successful bidder):	Not Applicable
13	Validity: Confirm that the offer shall be valid up-to 120 days from the due date /extended due date	
14	Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent technical amend Confirm your offer is in total compliance with BID documentation containing commercial terms & conditions as per the following documents, without any deviation: i) General Conditions of Contract Goods) ii) Invitation for Bid (IFB) iii) Instruction to Bidders(ITB) iv) Special Condition of Contract Deviation to Terms & Conditions shall lead to rejection	
15	Whether any of the Directors of Vendors is a relative of any Director of Owner or the vendor is a firm in which any Director of owner or his relative is a Partner	

	or the vendor is a pvt company in which any director of owner is member or Director	
16	Please confirm that you have not been banned or delisted by any Government or quasi government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However, of this declarations is not furnished the bid shall be rejected as non – responsive.	
17	Please confirm your offer contains the following: Un priced Offer: Deviation Sheet, if any Priced Offer: Priced Schedule. Statement that all specification and terms & conditions are as per un-priced copy of offer.	
18	The quoted rate shall remain FIRM & FIXED till complete execution of order / contract period whichever is earlier	
19	Bidder has not taken any deviation to technical Specification sheet placed at Section IV of tender. The same has been signed by authorized signatory with company seal affixed as token of acceptance and up-loaded with un-priced bid.	
20	Bidder accepts Payment terms as per tender (refer Section IIIB of tender document)	
21	Bidder accepts Delivery Schedule as per tender(refer Section IIIB of tender documents)	
22	Bidder accepts Guarantee Clause as per tender	
23	Bidders accepts Arbitration /Resolution of Dispute clause as defined in Section IIIA of tender	
24	Bidder has accepted Force Measure Clause as defined	
25	Bidder agrees to submit the dispatch documents as listed at Clause 09 of Section –IIIB of the tender document(in the event of order)	
26	Bidder confirms that they have not asked for any advance PAYMENT	
27	Bidders confirms that prices quoted by them are on FOT Site (BCPL –Lepetkata) basis. ie. inclusive of freight charges up to BCPL –Lepetkata. Further, freight charges are inclusive of all levies, etc. including service tax.	
28		
29	Whether bidder falls under MSMED act (Micro Small Medium Enterprises) Act. (refer Format F -17)	
30	Confirm that any correction in documents submitted in Physical form along with un –priced part of bid has been initialed and stamped by the authorized person	
31	Confirm that proper page nos. have been given in sequential way in all the documents submitted in physical form along with your offer with index.	
32	Does your organization has an environment policy	
33	Does your organization use any environment friendly	

	product in manufacturing /packing /distribution process etc	
34	Does your organization have ISO 14001 certificate, if so since when?	
35	Details of any award received in the field of Environment, Safety & Health	
36	Confirmation that all documents submitted with the bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
37	Confirm that the contents of the tender documents , its enclosures, amendment(S)/ corrigenda/addenda etc. have not been modified or altered and in case , it is found that the tender document has been modified or altered and in case , it is found that the tender document has been modified or altered and in ase, it is found that the tender document has been modified / altered by the bidder, the bid at any stage shall be liable for rejection	
38	Offer no & Date	

Place:
Date:

(Signature of Authorized Signature)
Name:
Designation:
Seal:

Enterprise' Information with respect to Micro, Small and Medium Enterprise Development Act, 2006

Bidder may be aware that a new Act, "Micro, Small and Medium Enterprises Development Act, 2006 (MSMED)" has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding

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 service

Nature of enterprise	Investment in plant & machinery (#)
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 2006." (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 2006.

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 respect 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)."

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)

FORMAT F-18A

**FORMAT APPLICABLE FOR PARTIES WILLING TO RECEIVE EPAYMENTS
IN THEIR
ACCOUNT WITH SBI/HDFC/ICICI BANK ONLY**

**Note: (1) This format is to be issued on vendor's letter head (2) Pis.
Also enclose a cancelled cheque**

To,
The Sr. Officer (C&P)
BCPL (India) Ltd., P.O. Lepetkata, Dibrugarh
Dibrugarh.: 786006

Subject : **Consent for receiving Payments through Electronic Mode**

Dear Sir,

This is to confirm that we M/s.....(Name of the
Organization) are having Savings/ Current Account No.
.....with
.....(Name of the
Bank).....(Branch Name)
.....(Branch Code).....(Branch address), to
which payments, if any due to us, can be released electronically.

Thanking You,

for.....

Authorized Signatory (ies)

(Name of the Authorized Signatory with Seal)

CERTIFICATE BY BANK

This is to certify that Savings/Current A/c. No.....is
maintained by

M/s.....(Name of the organization)
with our
Bank.....(Name of the Bank, Branch
and address) having code no.....(Branch Code), to which payments can be released
electronically.

(Signature with Seal of Bank)

Branch Manager

FORMAT F-18B

Real Time Gross Settlement (RTGS)/National Electronic funds transfer (NEFT)
Mandate
Form (for vendors not having bank account in either SBI/HDFC/ICICI banks)

Note: (1) This format is to be issued on vendor's letter head (2) Pls. also enclose a cancelled cheque
(To be issued on vendor's letter head)

- | | |
|--|---|
| 1. Vendor's Name | : |
| 2. Vendor Code | : |
| 3. Vendor's Address | : |
| 4. Vendor's e-mail id | : |
| 5. Particulars of bank account | : |
| a) Name of Bank | : |
| b) Name of branch | : |
| c) Branch code | : |
| d) Address of bank | : |
| e) Telephone number | : |
| f) Type of account (current/savings, etc.) | : |
| g) Account Number | : |
| h) RTGS IFSC code of the bank branch | : |
| i) NEFT IFSC code of the bank branch | : |
| j) 09 digit MICR code | : |

I/We hereby authorize GAIL (India) Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GAIL (India) Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that M/s.....has an Account no.....
With us and we confirm that the details given above are correct as per our records.

CERTIFICATE FROM BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT

(ALL THE CERTIFICATES SHOULD BE IN LETTER HEADS OF RESPECTIVE BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT)

- (i) Covering letter from Statutory Auditor/Chartered Accountant.
- (ii) Format-A for Ownership/Possession of Equipment/Vehicles.
- (iii) Format-B for Financial Capacity and Experience Criteria for Hiring of Legal or similar consultant.
- (iv) Format-C for Details of Similar Supply of Goods. Works/Services in past 07 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law (present ceiling of Annual Turnover is ` . 40 Lakhs in India).
- (v) Format-D for Details of Similar Supply of Goods/Works/Services in past 07 years and certification from a Statutory Auditor who audits Annual accounts of bidder.
- (vi) Format-E for Details of Financial Capability of the bidder

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Sub: Certificate regarding.....

Dear Sir,

We..... (Name of Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
no.:
Date

(Signature)
Name of Authorized Signatory
Membership

Encl: As above

Note:

Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

(ON THE LETTER HEAD)

FORMAT-A

**FORMAT FOR CERTIFICATION FROM STATUTORY
AUDITOR/CHARTERED ACCOUNTANT* (FOR
OWNERSHIP/POSSESSION OF EQUIPMENT/VEHICLES)**

**Certificate from the Statutory Auditor/Chartered Accountant*
regarding Ownership/Possession**

Based on the books of accounts and other published information authenticated by.....(name of the Bidder), this is to certify that.....(name of the Bidder) located at.....(address) owns the title/possess (strike out whichever is not applicable) the equipment/vehicles as per enclosed list.

Further, M/s..... (Name of the Bidder) have been undertaking.....services/operations (name of the services) since..... (Mention the number of years in operation).

Name of Audit Firm/
[Signature of Authorized Signatory]

Chartered Accountant
Name:

Date:
Designation:

Seal:

Membership no.

Note:

- (i) List of Equipment owned by the bidder to be enclosed along with certificate must indicate capacity/make/model etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (ii) List of Vehicles owned by the bidder to be enclosed along with certificate must indicate Registration number/make/model/year etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (iii) *Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT-B**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/CHARTERED ACCOUNTANT* (APPLICABLE FOR HIRING OF LEGAL OR SIMILAR CONSULTANTS)****i) FORMAT FOR ASCERTAINING THE FINANCIAL CAPACITY OF THE CONSULTANT:-**

S. N.	FINANCIAL YEAR	CONSULTANCY REVENUE/TURN OVER (SPECIFY CURRENCY AND AMOUNT)
1.		
2.		
3.		

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that.....(name of the Bidder) has Consultancy Revenue/Turn over in the respective years as shown above.

Name of Audit Firm/:
of Authorized Signatory] [Signature

Chartered Accountant Name:

Date:

Designation:

Seal:

Membership no.

* Bidder whose accounts are not audited by auditors as per Law/Jurisdiction., certification from a Chartered Accountant to be submitted.

ii) Format for ascertaining the Experience Criteria of Consultant#:

S.N.	NAME OF CLIENT	NAME OF JOB/CONTRACT	ESTIMATED VALUE OF CONTRACT (SPECIFY CURRENCY & AMOUNT)	PAYMENT OF CONSULTANCY REVENUE RECEIVED BY THE APPLICANT (SPECIFY CURRENCY & AMOUNT) (IF APPLICABLE)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				

Applicant should provide details of only that Consultancy Job that have been undertaken by it under its own name.

* The names and chronology of Consultancy Job included here should conform to the project-wise details.

CONTINUE FORMAT-B

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the client.

Name _____ of _____ Audit _____ Firm/:

[Signature of Authorized Signatory]

Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

* Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT-C

FORMAT FOR CERTIFICATE FROM CHARTERED ACCOUNTANT FOR DETAILS OF SIMILAR SUPPLY OF GOODS/WORKS/SERVICES IN PAST 07 YEARS

(Applicable for cases where bidder's account are not audited by Statutory Auditor as per Law/Jurisdiction)

NAME OF THE WORK	
NAME, ADDRESS AND CONTACT DETAILS OF CLIENT	
P.O. / W.O NO.	
SCOPE OF WORK OF BIDDER	
DATE OF COMMENCEMENT OF THE PROJECT/WORK	
DATE OF COMPLETION OF THE PROJECT/WORK	
TOTAL EXECUTED VALUE FROM THE PROJECT/WORK (SPECIFY CURRENCY AND AMOUNT)	

- (i) Copies of Letter of awards/Order/Work Orders and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
- (ii) The Supply/Work/Services completed earlier than 07 years need not be indicated here.
- (iii) The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Date:

Place:

CONTINUE FORMAT-C

FORMAT FOR CERTIFICATION BY CHARTERED ACCOUNTANT

**Certificate from the Chartered Accountant regarding Supply of
Good/Works/Services**

Based on its books of accounts and other published information authenticated by it,
(this is to certify that LOA/PO/WO
No.....dated.....was awarded
to.....(name of the Bidder) by
.....(Name of Client) to
execute.....(name of Supply/work/Service). The
Supply/Works/Services commenced on..... (Date) and was/is likely to be
completed on..... (Date, if any). It is certified that the total value of
contract/order executed by.....(name of bidder) was
.....(Specify Currency and amount) and executed value
was.....(Specify Currency and amount).

Name of Audit Firm/
[Signature of Authorized Signatory]
Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

FORMAT-D

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/WORK/SERVICES SUPPLIED/DONE DURING PAST 07 YEARS.

(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)

S. No.	Description of the Goods/Works/Services	LOA/PO/WO No. and date	& phone nos. of Client. Name, designation and address of Engineer/Officer-in-Charge (for cases other than Value of Contract/Order (Specify Currency Amount) Date of commencement of Work/Services or supply of supply of goods)	Scheduled Completion Time (Months) Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Pl refer instruction								

[Signature of Authorized Signatory of Bidder]

Place:

Name

Designation:

Date:

Seal:

Instructions:

1. Copies of Letter of awards/Order/Work others and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The Supply/work/Services completed earlier than 07 years need not be indicated here.
3. The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each Order in this Annex. The orders cited must comply with the Bid Evaluation criteria specified in Tender Document. Details provided in this section are intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the Instructions below.
5. A separate sheet should be filled for each LOA/Work Order/Purchase Order.
6. Certificate from the Bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each orders).
7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

**Certificate from the Statutory Auditor regarding Supply of
Good/Works/Services**

Based on its books of accounts and other published information authenticated by it,
(this is to certify that LOA/PO/WO
No.....dated.....was awarded
to.....(name of the Bidder) by
.....(Name of Client) to
execute.....(name of Supply/work/Service). The
Supply/Works/Services commenced on..... (Date) and was/is likely to be
completed on..... (Date, if any). It is certified that the total value of
contract/order executed by.....(name of bidder) was
.....(Specify Currency and amount) and executed value
was.....(Specify Currency and amount).

Name of Audit Firm/
[Signature of Authorized Signatory]
Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

FORMAT-E

FORMAT FOR STATUTORY AUDITOR'S/CHARTERED ACCOUNTANT*
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
(For Supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR____ (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name _____ of _____ Audit _____ Firm/:

[Signature of Authorized Signatory]

Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."
4. * Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

INSTRUCTIONS TO BIDDERS (ITB)**GENERAL****1. SCOPE OF BID:**

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

2. ELIGIBLE BIDDERS:

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

3. ONE BID PER BIDDER

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

4. COST OF BIDDING

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

5. SITE VISIT

- 5.1 The bidder is advised to visit and examine the site or/locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2 The bidder or any of its personnel or agents will be granted permission by the BCPL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the BCPL and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

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

7. CLARIFICATION ON BID DOCUMENTS

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

8. AMENDMENT OF BID DOCUMENTS

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

PREPARATION OF BIDS

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

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

11. BID PRICES

- 11.1 The bidder shall quote prices on the appropriate format for "Price Schedule" enclosed as part of Bid Document.
- 11.2 Any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt. Authorities and after ascertaining its applicability w.r.t. the contract.
- 11.3 The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the supply considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the supply as per scope of supply, specifications, standards, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.4 Sales Tax form and Cenvatable invoice:
a) BCPL will issue form "C" against inter-state transaction.
b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty (if applicable) in all cases which shall be raised as per the details provided in detailed Order/Letter of Acceptance.
- 11.5 PRICE BASIS & SCOPE
The price should be quoted in Price Schedule as detailed below and break-up to be provided wherever sought for.
- i) Supplies:
Supply price of all goods on F.O.T. dispatch point (including packing & forwarding) basis.
The Supply prices shall include the cost of imported raw materials components, if any, and customs & port clearance, customs duty, forwarding, handling and further transportation of their such built-in imported materials & components.
- ii) Inland Transportation:
Transportation cost of all goods from Bidder's works/dispatch point up to Site(s), including handling, forwarding, loading on to trucks etc inclusive of Entry tax, Octroi & Service tax etc.
Unloading of goods at Site(s) shall be in the scope of BCPL.
- iii) Bidders shall indicate the following in Price Schedule:
a) Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
b) Excise duty including Cess on the finished goods
c) CST (against form "C")/VAT on finished goods
d) Any other taxes, duties, levies, etc. mentioned by bidder in bid
e) Road freight charges from Seller's works to Pata inclusive of all taxes, duties, levies including service tax and cess thereon.
f) The minimum amount of cenvat benefit that bidder will pass on to BCPL
- iv) Excise Duty and CST against concessional form which will be payable on the finished goods, if this contract is awarded. Any statutory variation in Excise duty and Sales Tax/VAT on finished goods, if applicable, within the contractual delivery period shall be to BCPL's account against submission of the documentary evidence.
Seller will be required to pass cenvat benefit to BCPL equivalent to the minimum amount/rate as mentioned by them in the priced bid (except when there is any statutory reduction in rate of taxes and duties during the contractual delivery period), failing which BCPL shall deduct the difference (i.e. Minimum amount/rate mentioned in price bid-Actual amount/rate passed on to BCPL) from the supplier's invoice.
If seller provides cenvat benefit for an amount which is more than the minimum amount as mentioned by them in the priced bid (for any reason other than statutory change in rate of taxes/duties by Government of India), irrespective of date of delivery, then BCPL shall reimburse such amount at actual to the Seller, subject to reimbursement of CST/VAT or any other component as per the original ordered rate. However, if the

increase in cenvat benefit is affected due to statutory change in rate of taxes/duties by Government of India within the contractual delivery period, then BCPL shall reimburse such amount at actual including corresponding increase in CST/VAT or any other component arising out of such increase.

Any decrease in the rate of taxes & duties shall be passed on to the BCPL

12. PERIOD OF VALIDITY OF BIDS

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

13. EARNEST MONEY DEPOSIT/BID SECURITY

- 13.1 The bidder shall furnish, as part of its Bid, Security in the amount specified in the IFB.
- 13.2 The bid security is required to protect the BCPL against the risk of bidder's conduct which would warrant the bid security's forfeiture,, pursuant to clause 14.7 of ITB.
- 13.3 The bid security in Indian Rupees shall be in the form of Demand Draft/Banker's Cheque in favour of BCPL (India) Ltd., payable at Dibrugarh (issued by Indian Nationalised/Scheduled bank) or in the form of an irrevocable Bank Guarantee in favour of M/s. Brahmaputra Cracker & Polymer Limited., as per format enclosed at F-9A.
BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
Incase, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian schedule Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.
The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.
- 13.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be summarily rejected by BCPL as non-responsive.
- 13.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BCPL pursuant to clause 13 above.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 13.7 The bid security may be forfeited:
- 13.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 13.7.2 In case of a successful bidder, if the bidder fails:
- i) To accept the award in accordance with clause 34 of ITB or
 - ii) To accept the arithmetic corrections pursuant to clause 29 of ITB and/or
 - iii) To furnish the performance guarantee in accordance with Clause 38 of ITB
 - iv) In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or

withdrawal of bid or varying any term in regard thereof leading to re-tendering.

- 13.8 Bid security should be in favour of M/s. BCPL , Dibrugarh and addressed to BCPL. Bid security must indicate the bid document and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be as per Format F-9A.
- 13.9 A) Firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. Further, Public Sector Undertakings are also exempted from furnishing Bid Security.
- 13.10 B) Small Scale Industries registered with the NSIC under its single point registration scheme, shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate.

14. DELETED

15. FORMAT AND SIGNING OF BID

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

16. REJECTION CRITERIA:

- 16.1 The following conditions/clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-
1. Non-submission of EMD as per tender
 2. Bid validity less than 120 days from the final due date of bid closing
 3. Non-acceptance of delivery schedule as per tender
 4. Non-acceptance of payment terms
 5. Non-submission of FIRM & FIXED prices till completion of supplies
 6. Non-submission of prices on both 'Ex-works' and 'F.O.R. Lepetkata' basis
 7. Non-acceptance of PRS clause
 8. Non-acceptance of SD-cum-CPBG clause (Not Applicable)
 9. Non-acceptance of Guarantee/Warranty clause
 10. Non-acceptance of Arbitration clause
 11. Non-acceptance of Force Majeure clause
 12. Bid submitted by a mode other than what is define3d in tender

17. E-PAYMENTS (FOR DOMESTIC BIDDERS)

- 17.1 BCPL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder is required to submit **F-18A or F-18B** (as applicable), duly filled in all respects along with endorsement from bank and submit with the un-priced bid.

SUBMISSION OF BIDS

18. MARKING OF BIDS

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

Also refer clause 10 above.

- 18.2 All envelopes containing the documents in physical form required to be submitted by the bidder shall have 'Bid Document Number' and shall be addressed at address mentioned below.
M/s. BCPL,
Central Warehouse,
Near Administrative Gate,
P.O.- Lepetkata, District-Dibrugarh (Assam), PIN-786006
INDIA
PH: 0373-2914611 / 2914609,
- 18.3 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required. If the envelope is not sealed and marked as above, the BCPL will assume no responsibility for the misplacement or premature opening of the bid.

19. DEADLINE FOR SUBMISSION OF BID

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

20. LATE BIDS/UNSOLICITED BIDS/BID SUBMISSION AT OTHER PLACE

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

21. MODIFICATION AND WITHDRAWAL OF BIDS

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

BID OPENING AND EVALUATION

22. BID OPENING

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

23. PROCESS TO BE CONFIDENTIAL

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

24. CONTACTING THE OWNER

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

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

26. PRICE BID OPENING

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

27. ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetic errors as follows.
 - (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- (v) When the actual net sum of the individual unit rates i.e. "Ex-works rate + P&F + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section IIID, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (5+6+7+8)-Column 9)] OR the Total unit rate quoted under column 10 of Section IIID (Part-B) of tender, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Ex-works" rate shall be adjusted to arrive at the quoted "Total unit rate".
- (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
- (ix) If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

28. DELETED

29. EVALUATION AND COMPARISON OF BIDS

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

1. Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
2. (+) Excise duty including Cess on the finished goods
3. (+) CST (against form "c")/VAT on finished goods
4. (+) Any other taxes, duties, levies, etc. mentioned by bidder in bid
5. (+) Road freight charges from Seller's works to BCPL inclusive of all taxes, duties, levies including service tax and cess thereon.
6. (+) Commercial/Technical loading, (if any)
7. (-) Cenvat Credit to be passed on to BCPL (as mentioned by bidder in the price bid)

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

29.2 PREFERENCES

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

a) Purchase Preference

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

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

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

c) Price/purchase preference to the products of SSS

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

30. DELETED

31. DELETED

AWARD OF CONTRACT

32. AWARD OF ORDER

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

33. QUANTITY VARIATION:

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

34. BCPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

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

35. NOTIFICATION OF AWARD

- 35.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing that his bid has been accepted. The notification of award/Fax Of Acceptance will constitute the formation of the Contract.
- 35.2 The Delivery/Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).
- 35.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of your bid and bidding document.

Bidder will be required to confirm receipt of the same by returning "copy of the FOA duly signed and stamped by the bidder as a token of acknowledgement to BCPL.

36. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

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

The format of Bank Guarantee shall be as per **Format F-9B**. The CPBG for 10% of order value should be valid for a minimum period of 24 months from date of award of order. The "order value" shall be exclusive of taxes and duties.

SSI units registered with the NSIC, under is Single Point Registration Scheme shall be exempted from submission of Security Deposit/Contract Performance Guarantee to the Monetary Limit for which the unit is registered.

37. DELETED

38. CORRUPT AND FRAUDULENT PRACTICES

38.1 The BCPL requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the BCPL defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the BCPL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BCPL of the benefits of free and open competition.

38.2 The BCPL will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

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

38.4 DELETED

39. DELETED

40. DELETED

41. ORDER OF PRECEDENCE

41.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts- Goods. Where any portion of Special Conditions of Contracts and General Condition of Contract- Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision (s0) of Special Conditions of Contract and General Conditions of Contract-Goods, only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Condition of Contract-Goods.

42. Submission of False/Forged documents:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of this bids. IF the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to

other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

- c) In case the issue submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeiture any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

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

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

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No. 55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

44. ERRANT BIDDERS

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

SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as

mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following article shall supplement the General Condition of Contract. Where any portion of " General Conditions of Contract"

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

2. **Delivery Schedule:** The delivery shall be made as per following schedule:

For Option I:	Lot 1: 80 MT (in drums) / Lot 2: 11 MT (in drums)
For Option II:	Lot 1: 75 MT (Tankers) / Lot 2: 16 MT (in drums)

Rate of both tanker & drums may be provided by the bidder. Decision of method of delivery (option 1 / option 2) shall be decided afterwards.

The supplies against indicated quantity in the delivery schedule shall be acceptable within (+/-) 5% limit. The quantity in MT as stated above can be adjusted depending on the standard drum size / tanker size offered by the bidder.

However, for indigenous supplier the date of LR shall be considered as date of delivery for consideration of PRS.

Notwithstanding the above clauses, BCPL reserves the right to order part quantity at it's own discretion at the time of award of order.

Delivery / Supply Period: The supply will start tentatively in May' 2013 and Finish tentively in August'13 on staggered basis. The delivery period of each lot (as per requirement) will be 08 weeks from the date of intimation from BCPL

3. **Packing Size, Volume & Weight:** Bidders should confirm the details in SECTION - V.

4. **Inspection / Certificate of Analysis:**

SELLER shall provide Certificate of Analysis (COA) for each lot of Chemical (TEG) supplied.

5. **Quantity Variation:** For reasons of packing being sensitive and delicate as Chemical cannot be contacted to air and as per packing facility cannot pack exact quantity, a variation up to $\pm 5\%$ (Five percent) of the supplied quantity mentioned may occur. The payment shall be made based on the actual quantity of CHEMICAL supplied as per provision of the Purchase Order.

6. **Guarantee / Warranty:**

The supplied material should have minimum self-life of 24 months from the date of manufacturing. However, date of manufacturing of the material should not be prior to 03 months from the date of despatch from FOB port of exit. Accordingly, bidder should provide gurantee/warranty on the supplied material for the self-life period.

- 6.1 As of the effective date of this Contract, SELLER believes in good faith that they have the rights to sell the Chemical / Catalyst and such sale of the items is not violation of any Patent or Intellectual Property of any third party in India. SELLER guarantees, with the manner of such

guarantee being stipulated as per Paragraphs 6.2 through 6.4 hereof, that CHEMICAL to be supplied to PURCHASER fully meets the quality. SELLER makes no warranties of merchantability or fitness for a particular purpose, or any other express or implied warranty, except as provided for herein.

- 6.2 In the event that PURCHASER (BCPL) should find any shortage in the amount of CHEMICAL supplied, on intimation to the SELLER from the PURCHASER to that extent, SELLER shall supply additional CHEMICAL for such shortage, in so far as the cause of such shortage is solely imputable to SELLER or as a reasonable prudentman SELLER could have avoided such shortage; provided, however, that said request shall be made within ninety (90) days following the B/L date./LR date of indigenous supplier.
- 6.3 In the event that PURCHASER should find unfitness for the range of the quality figures in CHEMICAL supplied in any individual drum, on intimation to the SELLER from the PURCHASER to that extent, SELLER shall supply PURCHASER with substitute CHEMICAL on the account of SELLER in so far as such unfitness of CHEMICAL quality is solely imputable to SELLER on condition that PURCHASER, in making said request, shall provide in writing to SELLER analysis results under the Test Method, provided, however, that said request shall be made within ninety (90) days following B/L date and SELLER, by notifying PURCHASER within thirty (30) days following its receipt of said request, shall be able to discuss the disposition of said request with PURCHASER. Such discussion shall include a re-inspection of CHEMICAL by SELLER in the presence of PURCHASER or by PURCHASER in the presence of SELLER, and the right to request to make a joint investigation on the cause of such unfitness within the period to be agreed upon separately. In such case SELLER may request PURCHASER to return defective materials to SELLER, at SELLER's cost and expenses.
- 6.4 Notwithstanding the provision of Paragraph 6.3 above, SELLER shall be released from all responsibilities for the guarantee for the quality figures hereunder after PURCHASER shall have put such CHEMICAL into manufacturing operation of PLANT.
- 6.5 SELLER'S obligation under this Article shall be deemed to be fully performed if CHEMICAL equivalent in quantity to the amount of the shortage is additionally supplied to PURCHASER and/ or CHEMICAL equivalent in quantity to the amount of the defective is substituted for as referred to in Paragraphs 6.2 and 6.3 respectively.
- 6.6 No claim of any kind resulting from any causes relating to this Contract shall be greater in amount than the purchase price of CHEMICAL per drum in respect of which such claim is made. Seller shall in no event be liable for indirect, consequential or incidental damages; similarly purchaser shall in no event be liable for indirect, consequential or incidental damages.

7. Firm & Fixed Prices:

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

8. Payment terms: (for Indigenous Bidders)

90% Payment against dispatch documents against adjustment of PRS (if applicable) through bank subject to submission of CPBG for 10% of order value and balance 10% within 30 days after receipt & acceptance of goods.

No advance payment shall be made by BCPL.

9. Security Deposit-cum-CPBG:

10.1 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 in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.

10.2 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.

10.3 The performance guarantee shall be denominated in the currency of the contract

10.4 The performance Guarantee shall be valid for the duration of 90 days beyond the expiry of /warranty/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 warranty obligations under the CONTRACT.

10. Price Reduction Schedule (PRS):

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum up-to 5% of the total order value. 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 because of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

11. Country Of Origin Of Goods: (Not Applicable)

A certificate to this effect shall be part of shipping documents.

12. Despatch Documents: (for Domestic Supplier)

The shipping documents shall comprise the following –

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

13. Transit Insurance:

Transit Insurance shall be arranged and paid by the Purchaser.

MAKE OF TRI ETHYLENE GLYCOL (FOR DEALERS/DISTRIBUTORS):

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacture 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply Try Ethylene Glycol from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

DETENTION CHARGES CLAUSE:

Every effort will be made to unload the road tanker within 02 working days provided the tanker reports at Dibrugarh before 1000 Hrs. on working days. In case of failure on part of BCPL to unload the tanker (for reasons attributable to BCPL), the detention charges will be applicable after 48 hours from the date & time of reporting. Please note that no detention charges will be applicable for the date of reporting. If the tanker reports after 10.00AM, the date of reporting shall be considered as the next date for the purpose of detention charges. The detention charge payable by BCPL shall be @ Rs. 500/- per tanker per day.

CENTRAL EXCISE DUTY:

The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission. Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence/invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and cess thereon within the contract period (except on account of variation/change in the turnover of bidder), the same shall be paid by BCPL against documentary evidence.

In case the bidder procure the material from a vendor/sub-vendor for onward delivery to BCPL, Dibrugarh, then the name of the bidder may appear as 'buyer' and the name, address & details of BCPL (India) Limited, Dibrugarh shall appear as 'Consignee' on the Excise Invoice so as to enable BCPL, Dibrugarh to avail CENVAT Credit.

The supplier shall mention the following particulars of BCPL (India) Limited, Dibrugarh on the Excise Invoice. Besides following, if any other particulars of BCPL, Dibrugarh as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the invoice.

Consignee: M/s. BRAHMAPUTRA CRACKER & POLYMER Limited
LEPETKATA
District: DIBRUGARH
ASSAM
PIN-786006

Central Excise Regn. No/ECC no. AACG1209JXM006
Range C3
Division C, LTU, NBCC Plaza, Saket, New Delhi
Commissionerate LTU, Delhi
LTU Membership No. LTU/DEL/036

PAN AAACG1209J
Service Tax Regn. No. AAACG1209JST006
CST Regn. No. AU 5005011
UPVAT TIN 09828900731

SECTION -IV

Technical Specification

Chemical Formula:	C ₆ H ₁₄ O ₄
Molecular Weight:	149-152
Color (Pt. Co. Hazen):	25 max
Specific Gravity at 20/20 deg C:	1.124 to 1.126
Distillation 760 mm Hg:	283-287 Deg C
Boiling Point:	< 0.1 weight%
Ash Content:	<0.01 weight%
Freezing:	-6 to -8 deg C
Flash Point:	164 -167 deg C
Refractive Index:	1.4 to 1.5
Pour Point:	-56.5 to -59.5 deg C
Vapour Pressure at 25 deg C:	< 0.01 kg / cm ²
Decomposition Temperature:	205 -209 deg C

Test Certificate:-

- (a) The material shall be supplied as per the Technical Specification sheet furnished above
- (b) Each lot shall be accompanied by a Certificate of Analysis (COA) / Test Certificate.

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO: BCPL/DIB/C&P/2012/C/063/DBK

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=Col10X Col4)	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
	Supply of CHEMICAL(Try Ethylene Glycol , TEG	Kg	91		DO NOT QUOTE HERE							
	Unit price Ex Works (refer column 5 above) in words											

Cenvat invoice will be submitted

YES/ NO

Amount of Cenvat Benefit to be passed on to BCPL

per **KG**

(Signature of Authorized 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

