



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2012/C/048/MB

Date: March 8, 2013

To,

BID DOCUMENT FOR
FOR PROCUREMENT OF PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER AND
POLYMER LIMITED,
LEPETKATA, DIST-DIBRUGARH (ASSAM)

PROCUREMENT UNDER OPEN 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)

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SECTION I
CUT OUT SLIPS AND
INVITATION FOR
BIDS (IFB)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/C/048/MB

Item: PROCUREMENT OF PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED,

Due Date & Time

of bid submission: Up-to 14.30 hrs (IST) on 19/04/2013

Date and time

for opening of bids: 15.00 hrs (IST) on 19/04/2013

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

CUT-OUT SLIP

(Quotation – Do Not Open)

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to:

	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
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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/048/MB

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of bid submission: Up-to 14.30 hrs (IST) on 19/04/2013

Date and time

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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 Open Domestic Competitive Bidding for Procurement of Pentane for LLDPE/HDPE unit of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

M/s. Brahmaputra Cracker & Polymer Limited (A Government of India Enterprise) invites bids on Open Domestic Competitive Bidding basis for procurement of Pentane for LLDPE/HDPE unit of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata, 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	Open 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/048/MB
1.2.3	Delivery schedule	Refer Special Condition of Contract, Section –III B of the tender document.
1.2.4	Bid Documents available on website	From 15.00 hrs on 08/03/13 on www.gaitenders.in & www.bcplonline.co.in
1.2.5	Pre-Bid Meeting	22/03/2013 on 15.00 hrs (IST)
1.2.6	Last date and time for Submission of bid	19/04/2013 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un – priced bid at BCPL, Lepetkata	19/04/2013 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	OFFICE OF THE SR. MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Tender Fee	Rs. 1000/- (Rupees One Thousand only)
1.2.10	Earnest Money Deposit / Bid Security (Refundable)	Rs. 2,34,900/-(Rupees Two Lakh Thirty Four Thousand Nine Hundred Only)
1.2.11	Venue for Opening of Un-priced bids	OFFICE OF THE SR. MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.12	Contact Person	Sh. Manosh Jyoti Borah, Sr.Officer (C&P) E-mail: manosh.borah@bcplindia.co.in Ph. No. 09435384778

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

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

The un-priced bid must be complete with all technical and commercial details other than rate. UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

TECHNICAL SPECIFICATION

Refer SECTION IV.

EXPERIENCE CRITERIA:

The bidder should be Manufacture of Pentane 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 43500 Kg of Pentane 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.

FINANCIAL CRITERIA:

- i) The minimum annual turnover of the bidder should be Rs. 58.72 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. 11.74 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.

Bidders must submit audited Profit & Loss Account and Balance Sheet etc along with their bid. All documents must be duly attested by gazetted officer / notary public.

EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 2, 34,900/-. For details refer instruction to bidders-**SECTION II** of tender

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.

- However, PSUs & SSI are exempted from payment of EMD.

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (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), 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.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.

1. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

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.

PRE BID CONFERENCE: A pre bid conference shall be held with bidders to have a detail discussion on specification, scope of work, service or any special requirement etc.

PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh

DELIVERY/COMPLETION SCHEDULE:

REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of tender

VALIDITY PERIOD OF OFFER:

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

VAT / CST No.:

Bidder must have valid sales tax registration no. and same should be indicated in the quotation. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

GENERAL

Bidders can download the bid document from BCPL's website www.bcplonline.co.in and GAIL's website www.gailtenders.in

Corrigenda/Addenda, if any, shall also be available on the referred website. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified.

Tender Fee: Rs. 1000/-

Bid document is non –transferable.

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

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

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

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

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

Bidders should not be black listed with any PSU /Govt. establishment.

Bid sent through other than Courier/post/personal delivery shall not be accepted.

- However, PSUs & SSI are exempted from payment of Tender Fee.

SECURITY DEPOSIT:

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of delivery of last lot. The tentative period of delivery of last lot is October'2014.

GUARANTEE/WARRANTY: REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of TENDER.

INSURANCE:

The transit insurance shall be within the scope of BCPL.

Entry Tax: Not Applicable.

Fall Clause: Not Applicable.

DESPATCH INSTRUCTION:

Dispatch intimation of 16 weeks shall be given for each Lot.

TERMS OF PAYMENT:

REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of tender.

PRICE REDUCTION SCHEDULE (PRS):

REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of tender

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

JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

Consignee Address:

Office of the Sr. Manager (C&P)

Central Ware House Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

0373-2914611/609

Yours faithfully,

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

**Manosh Jyoti Borah
Sr. Officer (Contracts & Procurement)
E-Mail: manosh.borah@bcplindia.co.in
Ph no: 0373-2914611.
Mobile no:+919435384778**

SECTION II INSTRUCTIONS TO BIDDERS (ITB)

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 (Bidder’s Eligibility 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, 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.bcplonline.co.in> and GAIL's website www.gailtenders.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: **Superscribing "Techno-Commercial Un-price Bid (PART-I)"**
- 10.2.1 Part-I: Techno-commercial/Un-priced Bid shall contain the following:
 - a. Covering letter.
 - b. Technical specification sheet (Section IV) of tender, duly signed
 - c. 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.
 - d. All format duly filled-in
 - e. Material Safety Data sheet (MSDS)
 - f. Any other information/details required as per Bidding Documents.
- 10.3 **Envelope II: Superscribing "Price Bid- (PART-II)"**
Part-II 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 **M/s Brahmaputra Cracker and Polymer Limited**, 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 and Polymer Limited, Dibrugarh** as per format enclosed at F-3.

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

In case, bid security is in the form of 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/EMD 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 M/s Brahmaputra Cracker and Polymer Limited, 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 correlation at a later date. The bid security shall be as per Format F-3.
- 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.

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. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit bid as per Clause 1.0 of IFB. THE PRICED BID SHALL NOT BE SUBMITTED WITH THE UN-PRICED BID.
- 14.2 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.
- 14.3 The bid shall contain no alternations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

15. REJECTION CRITERIA:

- 15.1 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 FOT site basis.
 - 7. Non-acceptance of security Deposit.
 - 8. Non-acceptance of Guarantee/Warranty clause
 - 9. Non-acceptance of Arbitration clause
 - 10. Non-acceptance of Force Majeure clause
 - 11. Scope of Work
 - 12. Specification
 - 13. Price Schedule / Schedule of rates
 - 14. Delivery / Completion Schedule
 - 15. Price Reduction Schedule
 - 16. Applicable Laws.
 - 17. Any other condition / clauses mentioned in the tender documents.
 - 18. Penalty/Compensation for delay
 - 19. Termination
 - 20. Time schedule

SUBMISSION OF BIDS

16. MARKING OF BIDS

- 16.1 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.

- 16.2 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.

OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE,
BRAHMAPUTRA CRACKER & POLYMER LTD.
PO – LEPETKATA
DIBRUGARH-786006, ASSAM
TEL: 0373-2914611/2914609

- 16.3 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.

17. DEADLINE FOR SUBMISSION OF BID

- 17.1 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.
- 17.2 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.

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

- 18.1 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.
- 18.2 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.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission.
- 19.2 No bid shall be modified after the deadline for submission of bid.
- 19.3 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

20. BID OPENING

- 20.1 Un-priced Techno-Commercial bid opening:
- 20.2 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.

- 20.3** 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.

20.4

21. PROCESS TO BE CONFIDENTIAL

- 21.1 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.

22. CONTACTING THE OWNER

- 22.1 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.
- 22.2 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.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 23.1 Techno-Commercial Bid Evaluation.
- 23.2 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.
- 23.3 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.
- 23.4 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.-
- 23.5 Requisite forms containing all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

24. PRICE BID OPENING

- 24.1 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.

- 24.2 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.
- 24.3 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.

25. ARITHMETIC CORRECTIONS

- 25.1 The bids will be checked for any arithmetic errors as follows.
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
 - (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
 - (v) When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (4+6+7+8)-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-1, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
 - (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

- (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
- (ix) If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

26. EVALUATION AND COMPARISON OF BIDS

26.1 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 Pata 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)
8. (-) If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.

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

26.2 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.

AWARD OF CONTRACT

27. AWARD OF ORDER

- 27.1 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.

28. QUANTITY VARIATION:

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

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

- 29.1 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.

30. NOTIFICATION OF AWARD

- 30.1 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.
- 30.2 The Delivery/Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).
- 30.3 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.

31. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

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

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of delivery of last lot. The tentative period of delivery of last lot is October'2014.

32. CORRUPT AND FRAUDULENT PRACTICES

- 32.1 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.
- 32.2 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:
- 32.3 The BCPL will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.

33. ORDER OF PRECEDENCE

- 33.1 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(s) 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.

34. 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.

35. 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 (“Low 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.

FORMS AND FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To

BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
P.O. LEPETKATA, PIN-786006
DISTRICT DIBRUGARH
ASSAM

1-1 Bidder Name:

1-2 Number of Years in
Operation:

1-3 Address of Registered
Office:

City _____ District _____
State _____ PIN/ZIP _____

1-4 Operation Address
if different from above:

City _____ District _____
State _____ PIN/ZIP _____

1-5 Address where order
Is to be placed/ issued:

City _____ District _____
State _____ PIN/ZIP _____

1-6 Telephone Number:

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address:

1-8 Website:

1-9 Fax Number:

(Country Code)

(Area Code) (Telephone
Number)

F-1

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

1-11 Bid Currency _____

1-12 Port of shipment _____

1-13 Whether Supplier /
Manufacturer _____
Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

Excise Registration number
1-19 : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or
not : _____

Place
:
Date
:

[Signature of Authorized Signatory of
Bidder]

Name:
Designation:
Seal:

F-2
NO DEVIATION CONFIRMATION

TO,

BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
P.O. LEPETKATA, PIN-786006
DISTRICT – DIBRUGARH
ASSAM

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3

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 upto----- (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 : _____

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 OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To,

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam. INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No._____dated_____and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of `_____for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality_____to Owner/Purchaser.

We (bank) _____having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding not withstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or

thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities. Notwithstanding anything contained herein above our liability under this Guarantees restricted to ` . / US\$ / EURO \_\_\_\_\_ ( ` . / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(SIGNATURE)
NAME
BANK RUBBER STAMP

(NAME)
(OFFICIAL SEAL)

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

Date:

F-5

ANNUAL TURNOVER

Annual Turnover data for the last 3 years:

<i>YEAR</i>	<i>AMOUNT</i>
YEAR 1: FINANCIAL YEAR : 2011-2012	
YEAR 2: FINANCIAL YEAR : 2010-2011	
YEAR 3: FINANCIAL YEAR : 2009-2010	

1. The information supplied should be the Annual Turnover of the bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

For submission of audited annual reports including audited balance sheet, profit & loss account etc., the preceding three years covers the FY 2009-10, 2010-11 & 2011-12. Similarly, latest Audited Financial Statement means FY 2011-12 .

SEAL AND SIGNATURE OF THE BIDDER

FINANCIAL SITUATION

BIDDER MUST FILL THIS FORM

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

DESCRIPTION	FINANCIAL YEAR- 2010-2011 AMOUNT
1. CURRENT ASSETS	
2. CURRENT LIABILITIES	
3. WORKING CAPITAL (CURRENT ASSETS LESS CURRENT LIABILITIES)	
4. NET WORTH OWNERS FUNDS (PAID UP SHARE CAPITAL AND FREE RESERVES & SURPLUS) (NW)	
5. PROFITS BEFORE TAXES (PBT)	
6. RETURN. ON EQUITY (PBT / NW) X 100	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the **last Audited Financial year**, as indicated above, complying with the following conditions:-

- All such documents reflect the financial situation of the bidder
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

For submission of audited annual reports including audited balance sheet, profit & loss account etc., the preceding three years covers the FY 2009-10, 2010-11 & 2011-12.. Similarly, latest Audited Financial Statement means FY 2011-12 .

SEAL AND SIGNATURE OF BIDDER

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format.)

To,
Sr. Manager (C&P)
CENTRAL WARE HOUSE
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/2012/C/048/MB

Dear Sir,

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

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

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

- (i) Postal Address with PIN Code :
.....
.....
- (ii) Telephone Number :
- (iii) Telefax Number :
- (iv) Contact Person :
- (v) E-mail Address :
- (vi) Mobile Number :

B) Details of Contact person:

- (i) Postal Address with PIN Code:
.....
.....
- (ii) Telephone Number :
- (iii) Fax Number :
- (iv) Contact Person :

(v) E-mail Address :

(vi) Mobile Number :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

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 05 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law (present ceiling of Annual Turnover is `Rs. 40 Lakhs in India).
- (v) Format-D for Details of Similar Supply of Goods/Works/Services in past 05 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,

(Signature)

Name of Authorized Signatory

Place

Membership no.:

Date

Encl: As above

Note:

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

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/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
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 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/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

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.

a. 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.

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/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

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 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:

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/: Chartered Accountant Date:	[Signature of Authorized Signatory] Name: Designation: Seal: Membership no.

FORMAT-D**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/WORK/SERVICES SUPPLIED/DONE DURING PAST 05 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	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/Officer-in-Charge (for cases other than purchase)	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/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

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/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

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.

F-7 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 responsibilities to make sure that his offer is otherwise complete in all respects.

SL NO.	DESCRIPTION	STATUS (Submitted / Not Submitted)
1	Bidder has submitted the Technical Specification & Scope of supply placed at Section IV of tender, duly signed by authorized signatory with company seal affixed as token of acceptance	
2	Bidder has submitted the format F-8 (Agreed Terms and Conditions)	
3	Bidder has submitted price bid strictly as per the format enclosed with tender (SECTION V)	
4	Bidder has submitted EMD / Bid Bond. 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 upto which they have been registered (c) PSU's are exempted from submission of EMD. Bids without EMD/NSIC Certificate shall be summarily rejected.	
5	Bidder has submitted un-priced bid and price bid separately and has not mentioned prices in un-priced/technical bid	
6	Copy of the Price Schedule/SOR sheet (with the words 'QUOTED / NOT QUOTED' in the various columns) has been submitted with un-priced bid	
7	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 Lepetkata, Dibrugarh	
8	Bidder has submitted MSDS (Material Safety Data sheet) of the quoted item	
9	All formats duly filled-in have been submitted duly signed by authorized person(s) with un-priced bid	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-8

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person : _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE" WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE TO BE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT 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 CONFIRMATION
1.	Specify Dispatch Point	
2.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given/confirmed herein above shall prevail.	
3.	Inland transit Insurance: Prices quoted excludes Inland transit insurance	
4.	Taxes & Duties: a) Quoted prices 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 Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining its applicability w.r.t. the contract.	
5.	Excise Duty: a. Tarrif sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 11.5 of Section II of tender document.	a. b. c.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4 a.	Clarify whether Excise Duty will be applicable on freight charges also.	
b.	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	
c.	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax: a. Specify CST/ VAT b. Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid: c. Clarify whether Sales Tax will be applicable on freight charges also. d. In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e. Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor. f. If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
8.	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by them in the price bid. Otherwise, BCPL shall deduct the differential amount as stipulated under clause no. 11.5 of Section II of tender document.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in completion period specified in Special Conditions of Contract enclosed in BID Document. b) In case of delay, vendor will reduce the invoice amount by applicable reduction	
10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)	
11.	Repeat Order: Confirm acceptance of REPEAT ORDER within 6 (six) months as per GCC	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
12.	Performance Bank Guarantee (for successful bidder): Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format F-4 and clause 31 of Section II of tender	
13.	VALIDITY: Confirm that the offer shall be valid upto 120 days from the bid due date/extended due date.	
14. a) b)	Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
15.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
16.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	
17. 17.1 17.2 a. b.	Please confirm your offer contains the following: <u>UNPRICED OFFER</u> Deviation sheet, if any. <u>PRICED OFFER</u> Price Schedule. Statement that all specification and terms & conditions are as per unpriced copy of offer.	
18.	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier	
19.	Bidder has not taken any deviation to the Technical Specification sheet placed at Section IV of tender . The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
20.	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 document)	
22.	Bidder accepts Guarantee clause as per as per tender	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
23.	Bidder accepts Arbitration/Resolution of Dispute clause as defined in Section IIIA of tender	
24.	Bidder accepts Force Majeure clause as defined in Section IIIA of tender	
25.	Bidder agrees to submit the dispatch documents as listed at clause 9 of Section IIIB of tender (in the event of order)	
26.	Bidder confirms that they have not asked for any advance payment	
27.	Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges upto Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service tax	
28.	Whether bidder falls under MSE Act.	
29.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	
30.	Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of bid has been initiated and stamped by the authorized person	
31.	Does your organization have an environment policy?	
32.	Does your organization have ISO 14001 certification, if so, since when?	
33.	Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?	
34.	Details of any award received in the field of Environment, Safety and Health.	
35.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
36.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection	

Place:[Signature of Authorized Signatory of Bidder]

Date:Name:

Designation:

Seal:

SECTION IIIA

GENERAL CONDITIONS OF CONTRACT-GOODS

GeneralConditionsofContract-GOODS

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1. Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.0 BIDDER: Designates the individual or legal entity which has made a proposal, at tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT *[if engaged]* shall mean M/s. é é é é é having its registered office at é é é é . The term consultant includes successors, assigns of M/s. é é é .
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 DELIVERY term shall be interpreted as per INCOTERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through

CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean BCPL having its registered office at Lepetkata, Dibrugarh Assam. The term PURCHASER includes successors, assigns of BCPL.

1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
 - 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
 - 1.22 TESTS shall mean such processor processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
 - 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
2. **Seller To Inform**
 - 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.
3. **Application**
 - 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
4. **Country of Origin**
 - 4.1 For purposes of this Clause, origin means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
5. **Scope of Contract**
 - 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
 - 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically

mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

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|--|-----|--|
| 6. Standards | 6.1 | The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS & country of origin and such standards shall be the latest issued by the concerned institution. |
| 7. Instructions, Direction & Correspondence | 7.1 | <p>The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.</p> <p>a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.</p> <p>b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.</p> <p>c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.</p> <p>d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.</p> <p>e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.</p> |
| 8. Contract Obligations | 8.1 | If after award of the contract, the Seller does not acknowledge the receipt of award or fail to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract. |
| | 8.2 | Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence. |
| 9. Modification In Contract | 9.1 | All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract. |
| | 9.2 | PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to |

- impose any conditions at variance with or supplemental to CONTRACT.
- 10. Use of Contract Documents & Information**
- 10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.1 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.
- 11. Patent Rights, Liability & Compliance of Regulations**
- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER's workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 12. Performance Guarantee**
- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without

- prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 13. Inspection, Testing & Expediting**
- 13.1 The PURCHASER or its representatives shall have the right to inspect and/or test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry vis a time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting vis a in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such

rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.

14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 15. Delivery & Documents**
- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), one evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/

CONSULTANT.

- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 16. Transit Risk Insurance**
- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.
Insurance Requirements :
- Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BCPL.
- Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BCPL.

		The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.
	16.2 PURCHASER's Insurance Agent:	
		<i>[The name and address-as mentioned under SCC]</i>
17. Transportation	17.1	Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, up to and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
	17.2	Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the
		<i>General Conditions of Contract (Goods)</i>
		SELLER and the cost thereof shall be included in the Contract price.
18. Incidental Services	18.1	The Seller may be required to provide any or all of the following services:
	18.1.1	Performance or supervision of on-site assembly and/or start-up of the supplied Goods:
	18.1.2	Furnishing tools required for assembly and/or maintenance of the supplied Goods:
	18.1.3	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.
	18.1.4	Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
	18.2	Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
	18.3	When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
	18.4	The cost of incidental services shall not be included in the

quoted
prices.

The cost of applicable incidental services should be shown separately in the price schedule

**19. Spare Parts,
Maintenance Tools,
Lubricants**

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that this option shall not relieve the Seller of any warranty obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements,

alongwithfulldetails ofmanufacturers/vendorsforsuch
spares/maintenance toolsfor :

- 19.2.1 The construction, execution and commissioning.
- 19.2.2 Two years operation and maintenance.
- 19.3 Spareparts shallbenewandoffirstclassqualityas per engineering standards/ codes,free ofanydefects(even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the correspondingparts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spareparts shallbepackedforlong storageunder tropical climaticconditionsin suitablecases, clearly marked as to intended purpose.
- 19.6 A listof specialtoolsand gauges required fornornal maintenance and special handling and lifting appliances, if any, for theGoods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
 - 19.8.1 Wheneverlubricantsare required,Sellershallindicate thequantityoflubricants requiredforthefirstfilling,the frequency of changing, the quantity of lubricants required for the one year& continuousoperation and the types of recommended lubricants indicating the commercial name(trade-mark), quality and grade.
 - 19.8.2 IfSellerisunabletorecommend specificoil,basic recommendedcharacteristics ofthelubricants shall be given.
 - 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

- 20.1 AllGoodsorMaterialsshallbesuppliedstrictly in accordance withthespecifications,drawings,data sheets, other attachments and conditions stated in the Contract.

Nodeviationfromsuch specificationsoralterationsor of theseconditionsshallbemadewithoutPURCHASER& /CONSULTANT&agreementinwriting whichmustbe obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering,designdataorotherinformationhasbeen furnished, reviewed or approved by PURCHASER/CONSULTANT)areguaranteedtobeof the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT)and shallbefreefrom faultydesign, workmanshipandmaterials,andtobeof sufficientsizeandcapacityandofpropermaterialsso astofulfilin allrespectsalloperating conditions,ifany, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twentyfour (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of not less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings, data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the times specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall

have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payments shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations, these exchange rates shall be maintained.

General Notes:

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payments shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of

		Indian bidders and to respective accounts in case of Foreign bidder.
	v)	Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
	vi)	No interest charges for delay in payments, if any, shall be payable by PURCHASER.
	vii)	In case of Indian bidder, variation, if any, on account of customs duty on their built-in import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefit to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
	viii)	Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.
22. Prices	22.1	Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract, vary from the prices quoted by the SELLER in his bid.
23. Subletting & Assignment	23.1	The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
24. Time As Essence of Contract	24.1	The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
25. Delays In The Seller's Performance	25.1	If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to: i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT

- is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.1 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.
- 26. Price Reduction Schedule For Delayed Delivery**
- 26.1 Subject to Article-29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.
- 26.1.1 Deduction shall apply as per following formula:
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.
- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payments shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.
Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.
- 27. Rejections, Removal of Rejected Equipment & Replacement**
- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask for free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28. Termination of Contract

- 28.1 Termination for Default
- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
 - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
 - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL. Against any type of tender nor their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by BCPL to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29. Force Majeure

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay

within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30. Resolution of Disputes/ Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction
The Contract shall be, in all respects, construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Laws situated within Union Territory of New Delhi.

30.4 Arbitration
All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER/BCPL shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communications suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceedings shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Court situated in the State of Delhi (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continued during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

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| 31. Governing Language | 31.1 | The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translations shall govern and be binding on all parties. |
| 32. Notices | 32.1 | Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing. |
| | 32.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |

- 33. Taxes & Duties**
- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is up to the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
- 34. Books & Records**
- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the term of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
- 35. Permits & Certificates**
- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
- 36. General**
- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions
- Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER
No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.4 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37. Import License

37.1 No import license is required for the imports covered under this document.

38. Fall Clause

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand

correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

38.3 The suppliers shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the BCPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the BCPL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39. Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. Repeat Order

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order up to 50% of the total order value without any change in unit price or other terms and conditions.

41. Limitation of Liability

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

SECTION IIIB

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION – III B

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:-

- 1.1 The following article shall supplement the General Conditions of Contract. Where any portion of the 'General Conditions of Contract' and 'Instruction to Bidders' is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract.
- 1.2 Other terms and condition will be applicable as specified elsewhere as **"General Condition of Contract"** in the tender document.

2.0 DELIVERY SCHEDULE:

The material shall be supplied in road tankers of suitable capacity with valid CCE / fitness certificate as per following schedule:

Lot I	: 32 MT
Lot II	: 32 MT
Lot III	: 23 MT

The delivery of first lot will be in Septô2013. However, the delivery period of each lot (as per requirement) will be 16 weeks from the date of intimation from BCPL.

2.1 SUPPLY SCHEDULE :-

The supply should start in Septô2013 and finish in Marchô2014. Bidder must quote their rate with a validity period till June ô14. The material shall be supplied as per applicable International Standards.

3.0 QUANTITY VARIATION:-

Quantity variation (for purpose of ascertaining shortfall in qty. related to deduction of PRS): (-) 5% of lot qty. or (-) 1 MT, whichever is higher shall be allowed. For eg. if dispatch advice for a particular lot given is 14 MT and supplier supplies 13 MT against this lot, then short supply shall be considered as NIL. However, if the supplier supplies 12 MT against this lot, then short supply shall be considered as 1 MT and PRS shall be deducted accordingly. Payment shall be made based on the actual qty. received.

The overall variation in total P.O. qty. shall be limited to $\pm 5\%$.

Allowable losses for which no payment shall be deducted: Considering evaporation losses, spillage losses and weighbridge reading variation, (-) 0.5% of the challan qty. shall be allowed and BCPL shall not deduct any payment upto (-) 0.5% of the challan

qty. However, variation over (-) 0.5% of the challan qty. shall be deducted. For eg., if dispatch advice for a particular lot given is 20 MT and the challan qty. shows 20 MT while the received qty. is 19 MT, then the allowable losses shall be considered as 0.1 MT (0.5% of 20 MT) and the payment shall be released for 19.1 MT.

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

4.0 CERTIFICATE OF ANALYSIS:

Seller shall be required to submit Test Certificate / Certificate of Analysis of Pentane supplied. All inspection and testing requirements shall be complied by the SELLER at their own cost. Each lot shall be accompanied by a Certificate of Analysis (COA) Test Certificate.

5.0 PAYMENT TERMS:

For accepted quantity, 100% payment shall be made within 30 days of receipt & acceptance of material at site.

6.0 PRICE REDUCTION SCHEDULE (FOR DELAYED DELIVERY):

The supplies are to be made strictly as per the dates indicated in the schedule given in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction schedule shall be applicable @0.5% per week or part thereof on the value of undelivered portion of supply (after accommodating the quantity tolerance allowed). The "Value of undelivered portion of supply" shall be excluding taxes and duties but including freight.

Clause nos. 26.2 & 26.3 of Section IIIA of tender (General Conditions of Contract) shall also apply.

7.0 GUARANTEE / WARRANTY:

All goods or material shall be supplied strictly in accordance with the technical specifications stated in the tender/order. The material supplied through tankers shall be unloaded in BCPL's bulk storage tanks. Hence, material should be guaranteed against defective materials/workmanship till it is unloaded at BCPL tank. But on receipt of Pentane tanker, BCPL reserves its right to get a sample tested in LAB. Final acceptance of Pentane tanker shall be done as per test results. Goods shall be guaranteed against non conforming specifications / quality for each lot.

8.0 OUTLET NOZZLE:

The outlet of tankers should be 2". If size is different, suitable reducer to be provided so that 2" SS hose can be connected.

9.0 TRANSPORTATION:

Transportation upto LEPETKATA shall be in scope of SELLER. The material shall be supplied in road tankers of suitable capacity with valid CCE/ fitness certificate. Decantation of tankers shall be done by BCPL. Further, materials are required to be despatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.

10.0 MAKE OF PENTANE (FOR DEALERS/DISTRIBUTORS):

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply PENTANE 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.

10.0 DETENTION CHARGES CLAUSE:

Every effort will be made to unload the road tanker within 2 working days provided the tanker reports at **LEPETKATA** before 10.00 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.

11.0 CENTRAL EXCISE DUTY:

- 11.1 The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission. Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence / invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and cess thereon within the contract period (except on account of variation / change in the turnover of bidder), the same shall be paid by BCPL against documentary evidence.
- 11.2 In case the bidder procure the material from a vendor / sub-vendor for onward delivery to BCPL, Lepetkata, then the name of the bidder may appear as 'buyer' and the name, address & details of Brahmaputra Cracker and Polymer Limited, Lepetkata shall appear as 'Consignee' on the Excise Invoice so as to enable BCPL, Lepetkata to avail CENVAT Credit.
- 11.3 The supplier shall mention the following particulars of Brahmaputra Cracker and Polymer Limited, Lepetkata on the Excise Invoice. Besides following, if any other particulars of BCPL, Lepetkata as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the Invoice.

CONSIGNEE
BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE, PO – LEPETKATA
DIBRUGARH-786006, ASSAM

BCPL TAX REGISTRATION DETAILS: -

VAT TIN NO. = 18470091018

CST No. = 18049926313

ECC No. = AADCB2356EEM001

12.0 DESPATCH DOCUMENTS:

The despatch documents/shipping documents shall comprise the following –

1. Commercial Invoice (Original).
2. Excise invoice (if applicable) to be sent alongwith the truck/tanker.
3. Challan.
4. Copy of LR.
5. Certificate of Analysis / Test Certificate.
6. Counterfoil of Road permits (in case the bidder takes Road permit from BCPL).

SECTION IV

TECHNICAL

SPECIFICATION

SPECIFICATION

PENTANE	
COMPONENT	INNOVENE SPECIFICATION
n-pentane	No specific Requirement
i-pentane	Licensee to advise
C5 content	99% wt min
Total combined Sulphur	2 ppm wt max
Water	0.2 ppm wt max
Oxygen (in vapour phase)	100 ppm v max
Total Oxygenated Compound (as C=O)	0.5 ppm wt max
Carbon Monoxide	1 ppm wt max
Carbon Dioxide	1 ppm wt max
Total Aromatics (as Benzene)	20 ppm wt max
Bromine Index	50 mg Br/100g max

TEST CERTIFICATE:

- a) THE MATERIAL SHALL BE SUPPLIED AS PER THE TECHNICAL SPECIFICATIONS SHEET ATTACHED.
- b) EACH LOT SHALL BE ACCOMPANIED BY A CERTIFICATE OF ANALYSIS (COA)/TEST CERTIFICATE.

SECTION V
NON – QUOTED
PRICE SCHEDULE
PART-A

SECTION – V PRICE SCHEDULE

TENDER NO.: BCPL/DIB/C&P/C/2012/048/MB

BID FOR SUPPLY OF PENTANE FOR LLDPE/HDPE UNITS OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

QUOTED AMOUNT IN INR
QUANTITY IN KG

SL. NO.	UOM	QTY. (IN KG)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT UPTO LEPETKATA (for SL. NO. 1) (for SL. NO. 2)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER KG X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 4
01.	PENTANE (IN TANKER) FOT - LEPETKATA	87000	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE

Note: The quantity is tentative. Quantity may vary as mentioned in the SCC (Part IIIB).

NAME OF BIDDER: _____

PLACE:(SIGNATURE OF BIDDER & COMPANY SEAL)

DATE:

SECTION V
QUOTED
PRICE SCHEDULE
PART-B

PRICE SCHEDULE

TENDER NO.: BCPL/DIB/C&P/C/2012/048/MB

BID FOR SUPPLY OF PENTANE FOR LLDPE/HDPE UNITS OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

QUOTED AMOUNT IN INR QUANTITY IN KG										
SL. NO.	UOM	QTY. (IN KG)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT UPTO LEPETKATA (for SL. NO. 1) (for SL. NO. 2)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER KG X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 4
01.	PENTANE (IN TANKER) FOT - LEPETKATA	87000								

Note: The quantity is tentative. Quantity may vary as mentioned in the SCC (Part IIIB).

NAME OF BIDDER: _____

PLACE : (SIGNATURE OF BIDDER & COMPANY SEAL)

DATE: