



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

**BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/184/AJD**

**Date: 14.08.2015**

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PROCUREMENT OF 500 MT LIQUID NITROGEN FOR BCPL**

### **LIMITED DOMESTIC COMPETITIVE BIDDING**

*Prepared & Issued By*  
**OFFICE OF THE DY. GENERAL MANAGER (C&P)**  
*M/s. Brahma Putra Cracker & Polymer Ltd.*  
*“Administrative Building”, Lepetkata,*  
*BCPL-Project Site, P.O. Lepetkata*  
*Dibrugarh, PIN – 786006 (Assam)*  
*Tel# +91-373-2914636/635*

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

*Arun Jyoti Dutta*  
*Dy. Manager (Contracts & Procurement)*  
*Phone# 0373-2914636 (off)*  
*[ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)*  
*Website: [www.bcplonline.co.in](http://www.bcplonline.co.in)*

## PROCUREMENT OF 500 MT LIQUID NITROGEN FOR BCPL

### INDEX

1	Request for quotation(RFQ)		3-8
2	Annexure – Z (Not applicable in this Tender)		9
3	Cut Out slips		10-12
4	Annexure - I	Special Conditions of Contract (SCC), Scope of Work and Technical Details.	13-16
5	Annexure – II	Acknowledgement Cum Consent Letter	17
6	Annexure – III	List of Enclosures	18
7	Annexure – IV	Letter of Authority	19
8	Annexure – V	Consent Letter	20
9	Annexure – VI	Brief Summary Of Agreed Terms & Conditions	21-23
10	Annexure – VII	Profoma for EMD as BG	24
11	Annexure – VIII	Profoma for Performance Bank Guarantee	25-26
12	Annexure – IX	Format For Certificate From Bank If Bidder’s Working Capital Is Inadequate	27
13	Annexure – X	Instruction to Bidders (ITB)	28-43
14	Schedule of Rates (SOR) (Attached Separately)		44
15		Schedule of Rates(Un-Priced Bid)	
16		Schedule of Rates(Priced Bid)	
17		General Condition of Contract - Goods (Attached Separately)	45

## REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd, Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids **under two bid systems** towards **SUPPLY OF 500 MT LIQUEID NITROGEN FOR BCPL**, as detailed below in complete accordance with enclosed tender document:

### 1) Salient features of bid document:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	<b>Rs. 2, 00,000/-</b> However, PSUs are exempted from payment EMD
1.2.3	Bid Document No.:	<b>BCPL/DIB/C&amp;P/2015/S/184/AJD</b>
1.2.4	Delivery Period	As per Special Conditions of Contract
1.2.5	Pre-Bid Meeting	Not applicable.
1.2.6	Last date and time for Submission of bid	22.08.2015 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	22.08.2015 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	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Arun Jyoti Dutta, Dy. Manager (C&P) E-mail: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a> Ph. No. +91-373-2914636

**EMD\*:** Rs. 2, 00,000/- (THROUGH DD / BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH). \*SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER. FORMAT OF BANK GURANTEED TOWARDS EMD IS ENCLOSED WITH TENDER.

**UNDERTAKING:** AN UNDERTAKING (BY THE BIDDERS WHO QUOTES BY DOWNLOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD STATING THAT “THE CONTENTS OF THE TENDER DOCUMENT HAVE NOT BEEN MODIFIED OR ALTERED BY M/S ..... (NAME OF THE BIDDER WITH COMPLETE

ADDRESS). IN CASE, IT IS FOUND THAT THE TENDER DOCUMENT HAS BEEN MODIFIED / ALTERED BY THE BIDDER, THE BID SUBMITTED BY THE M/S ..... (NAME OF THE BIDDER) SHALL BE LIABLE FOR REJECTION”.

Offers should be submitted separately in two parts in sealed envelopes super scribed with the tender no., due date, item and nature of offer (Un-priced / Priced).

PART-I: 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 OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure – XI).

The two envelopes containing Part-I and Part-II shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender’s name and address.

Tender through Fax / Telex / Telegram / e-mail shall not be considered.

## 2) BIDDERS ELIGIBILITY / EVALUATION CRITERIA:

### 2.1 Technical Criteria

1. Bidder should be either MANUFACTURER of LIQUID NITROGEN. Or, an Authorized Dealer/Distributor of the manufacturer.  
In case, bidder is manufacturer, they would submit valid documentary evidence for being a manufacturer. (i.e. Excise registration certificate/Any certificate issued by statutory authority /NSIC Certificate or equivalent certificate. In case bidder is an Authorized Dealer/Distributor, valid authorization certificate issued directly by the manufacturer, should be submitted with un-priced bid.
2. The bidder must have experienced of supplying minimum 250 MT of LIQUID NITROGEN in any PSU/reputed private sector organization against one single contract/order in any of the preceding 7 years prior to final due date of bid submission. Bidders are required to submit copies of purchase order and proof of completion like Completion certificate/inspection note/ copy of invoice along with proof of payment certificate mentioning P.O. reference number and PO value.
  - i. To meet the above qualifying criteria, the bidder is required to submit copies of Purchase Orders along with corresponding Completion / Execution Certificate from the Customer / client clearly mentioning PO executed/completed value.
  - ii. The cut-off date for meeting the Technical Criteria of BEC of the tender shall be the due date for submission of bids.

### 2.2 Financial Criteria:

Not applicable.

**Note to “BEC” [For Strict Compliance]:**

[i] Bidders must furnish all relevant certificates/documents/information in support of their credentials to the above “eligibility criteria” along with the ‘Offer’, failing which the ‘Offer’ may be summarily rejected.

Bidders not meeting any of the above-mentioned “eligibility criteria” shall be rejected without assigning any reason

**3) PRICE BASIS:**

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

**4) DELIVERY/COMPLETION SCHEDULE:**

As per Special Conditions of Contract.

**5) VALIDITY PERIOD OF OFFER:**

The period of validity of the quotations should not be less than 90 days from the opening date. Quotations with less validity are likely to be ignored. Further offered rate would be valid for 06 months from date of LOI/PO.

**CONSIGNEE ADDRESS:**

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

**6) TERMS OF PAYMENT:**

100% payment received quantity would be released within 30 days of receipt and acceptance of material . The following document would be required to release the payment

Documents to be required with consignment /material:

- i. Invoice
- ii. Delivery Challan
- iii. Materials Test Certificate/ Certificate of Analysis.
- iv. RTGS format with Cancel Cheque for releasing payment.

**7) PRICE REDUCTION SCHEDULE (PRS)/PENALTY/TERMINATION OF CONTRACT:**

AS PER SCC.

IF THE MATERIAL IS NOT DESPATCHED WITHIN 15 DAYS FROM DATE OF LOI /INTIMATION (AS THE CASE MAY BE), BCPL RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND FORFEIT THE SECURITY DEPOSIT.THIS IS OVER AND ABOVE PENALTY APPLICABLE.

**8) GUARANTEE / WARRANTEE:**

Not applicable

**9) 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.

**10) TRANSIT INSURANCE:**

Shall be in the scope of BCPL.

**11) FREIGHT & PACKING - FORWARDING CHARGE:**

Should be inclusive of the quoted rates.

**12) 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.

**13) OPENING OF PRICE 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.

**14) AWARD CRITERIA:**

The OWNER will award the contract to the techno-commercially successful bidder whose bid has been determined to be the lowest evaluated basis.

**15) SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:**

SD would be for Rs 2, 00,000.00(Rupees Two Lacs only). EMD submitted in the form of DD shall be converted to SD. In case supplier wish to submit SD in the form of BG, the same needs to be furnish the same before expiry of EMD BG, failing which EMD in the form of BG shall be encashed.

**16) 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.

**17) OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

## **18) 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.

## **19) ARBITRATION:**

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

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

## **20) 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.

**Vendors must dispatch/transport the contracted material/supplies only through registered common carriers”.**

**21) LOADING CRITERIA**

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

**22) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX:**

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. 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 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.

**In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914636 / email – [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in). Corrigendum/ addendum incorporating the clarifications, if any, will be issued to the prospective bidder / who have submitted Annexure – II over mail and subsequently will be uploaded in website.**

**This is a zero deviation tender and bidder must ensure to submit all documents as per terms and condition of RFQ and since it is an urgent requirement BCPL would not be liable for seeking any clarification against this RFQ and bidder must all condition, failing which bid is liable to be rejected.**

THANKS & REGARDS,  
**FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(Arun Jyoti Dutta)  
Dy. Manager(C&P)  
**0373-2914636**  
**[ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)**



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

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:**

<b>YEAR</b>	<b>AMOUNT(CURRENCY)</b>
Year1:	
Year2:	
Year3:	

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

<b>DESCRIPTION</b>	<b>YEAR</b>
	<b>AMOUNT(CURRENCY)</b>
1.Current Assets	
2.Current Liabilities	
3.Working Capital (Current Assets-Current liabilities)	
4.Net Worth (Paid up share capital and free reserves & 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”

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/2015/S/184/AJD**

**PROCUREMENT OF 500 MT LIQUID NITROGEN**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 22.08.2015

**Date and time for opening of bids:** 15.00 hrs (IST) on 22.08.2015

**From:**

**To:**

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/2015/S/184/AJD**

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**Date and time for opening of bids:** 15.00 hrs (IST) on 22.08.2015

**From:**

**To:**

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636
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(To be pasted on the outer envelope containing envelopes Part –I)

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**To:**

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636
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(To be pasted on the outer envelope containing envelopes Part-II)

**SUPPLY OF 500 MT LIQUID NITROGEN**

**SPECIAL CONDITIONS OF CONTRACT (SCC) & TECHNICAL  
DETAILS**

## Special Conditions of Contract (SCC)

Supply of 500 MTs of Nitrogen in Tankers.

- A. A Quantity of 100 MTs to be dispatched within 24 hours from receipt of LOI (Letter of Intent) and total quantity of 100 MT's to reach at BCPL Lepetkata Site within 8 days of LOI.
- B. Balance quantity of 400 MT to be dispatched in required quantities( maximum single lot size to be intimated by BCPL to be 100 MT) as intimated by BCPL from time to time during the contract duration .Dispatches to commence within 48 hours from intimation and the same should reach BCPL Lepetkata Site before 8<sup>th</sup> Day.
- C. Date of receipt of material at site would be considered as date of delivery.
- D. The contracted rate /SOR quoted would be valid for 06 months from the date of LOI /PO.
- E. BCPL would consider the received quantity at BCPL site based on BCPL weighbridge measurement and payment would be released for the actual received quantity.
- F. No price variation would be allowed in the SOR rate during the entire tenure of the contract including fuel price escalation.
  - i. Non-despatch of material: If the material is not dispatched as at A&B above, a Penalty will be @ Rs.100 per MT per Day after the expiry of 08 days from the date of LOI/intimation, as the case may be.

### G. INDENT & PLACEMENT

- i. Reporting time of Tankers at BCPL plant would be before 11:00 am at BCPL.
- ii. Allowing entry to any Tank Trucks reporting after 1:00 pm will be at the sole discretion of the BCPL from time to time and shall be binding to the supplier.

### H. Un-loading from tanker

All tankers would be dispatched along with Test Certificate/ Certificate of Analysis in complete accordance with Tender Specification of supplied material. If required, testing of the sample from the tanker may be done from BCPL QC laboratory before unloading.

### I. Unloading shall not be done on Weekly offs/Holidays

### J. Quantity Variation:

The overall variation in total Purchase Order Quantity shall be limited to  $\pm 5\%$ .

**K. DETENTION CHARGES CLAUSE:**

Every effort will be made to unload the tanker within 2 working days provided the tanker reports at BCPL- 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 for that day, 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.

- L. Unloading nozzle of tank is 1.5” 150 rating and we are having an adopter of 2.0” 150 rating. Also flexible hose is available for 1.5” 150 rating. Any deviation from this, supplier has to arrange the same.
- M. The tendered quantity of 500MT is indicative and BCPL reserves its right to decrease the quantity depending upon the requirement.

### **TECHNICAL SPECIFICATIONS**

Sl. No.	Short Description	Requirement Specification
1	Liquid Nitrogen	Liq. N2 Purity: Minimum 99.995% Oxygen < 5 ppm Moisture < 2 ppm

Delivery should be done in tanker with suitable in-built transfer arrangement of Liquid Nitrogen from Tanker to storage tank at BCPL, Lepetkata.



**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(Within 07 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,**

**DY MANAGER (C&P)**

**BRAHMAPUTRA CRACKER & POLYMER LTD.**

**“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA**

**DIBRUGARH, ASSAM, PIN – 786006**

**FAX: 0373–2914609**

**SUBJECT:**

Dear Sir,

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

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

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

(i) Postal Address : \_\_\_\_\_  
 \_\_\_\_\_  
 (ii) Telephone Number : \_\_\_\_\_  
 (iii) Telefax Number : \_\_\_\_\_  
 (iv) Contact Person : \_\_\_\_\_  
 (v) E-mail Address : \_\_\_\_\_

- B) Details of Contact person:

(i) Postal Address : \_\_\_\_\_  
 \_\_\_\_\_  
 (ii) Telephone Number : \_\_\_\_\_  
 (iii) Fax Number : \_\_\_\_\_  
 (iv) Contact Parson : \_\_\_\_\_  
 (v) E-mail Address : \_\_\_\_\_

- 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 : \_\_\_\_\_

**LIST OF ENCLOSURES**

Brahmaputra Cracker and Polymer Limited,  
Administrative Building”,  
NH-37, P.O. Lepetkata,  
Dibrugarh, Assam, PIN – 786006

**Dear Sir,**

We are enclosing the following documents as part of the bid:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

(SEAL AND SIGNATURE OF BIDDER)

**LETTER OF AUTHORITY**  
**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT**  
**NEGOTIATIONS/CONFERENCES**

Ref: No.

Date:

To,  
 Brahmaputra Cracker & Polymer Ltd.  
 “Administrative Building”,  
 NH-37, P.O. Lepetkata,  
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Place:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

**CONSENT LETTER**

**(Applicable for outside bidders of Assam and to be submitted along with un- Priced bid)**

To,

Dy Mgr (C&P)  
Brahmaputra Cracker & Polymer Ltd.  
Administrative Building  
Ground Floor, P.O. Lepetkata,  
Dibrugarh - 786 006, Assam

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

**(Signature of the bidder)**

**FORMAT FOR COMMERCIAL TERMS & CONDITIONS**

(Please submit this annexure duly filled, signed &amp; stamped on each page along with your offer)

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S COMFIRMATION	
1.	<b>QUOTED PRICES</b>	FIRM	[Accepted/Not accepted)	
2.	<b>DETAIL OF EMD</b>	<b>Rs. 2, 00,000/-</b>	DD No..... dated..... For `..... Drawn on..... payable at, SBI Dibrugarh  Bank Guarantee No..... .....dated..... For `..... Issued by..... Valid till.....	
3.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	<b>AS PER PAGE NO.-4</b>		
4 a	Technical BEC document			
4.b	Financial BEC Document		Not applicable in this tender	
5.	<i>All documents in support of <b>Technical Criteria (i.e, Purchase order &amp; completion / execution certificate)</b> of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified / attested by <b>Chartered Engineer</b> and <b>notary public</b> with legible stamp.</i>  Attestation is not required in this tender		<b>Chartered Engineer</b>	
			<b>notary public</b>	

	<i>Details of Financial Capability of bidder in the prescribed format (Annexure – Z) duly signed &amp; stamped by <b>Chartered accountant</b>.</i>		Not applicable in this tender
6.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
7.	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	90 DAYS	
8.	BIDDER MUST HAVE VALID SALES TAX REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION & COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
9.	Bidder to confirm that all clauses of SCC has been accepted		
10.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
11.	POINT OF DISPATCH		
12.	DELIVERY SCHEDULE	As per Special Conditions of Contract	
13.	TRANSIT INSURANCE	BCPL SCOPE	
14.	PRICE REDUCTION SCHEDULE AS PER RFQ		
15.	PAYMENT TERMS	AS PER RFQ	
16.	PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT	Security deposit shall be submitted either in the form of demand draft or Bank Guarantee.(Rs 2.0 Lacs only)	
17.	ARBITRATION/ JURISDICTION OF COURT	<b>GUWAHATI</b>	
18.	FORCE MAJEURE	<b>AS MENTIONED IN GCC</b>	
19.	EXCISE DUTY (IN %) (IF APPLICABLE)	<b>AT ACTUAL</b>	@.....% / <b>NIL</b>
20.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO
21.	VAT (for bidders of ASSAM) (in%) (if applicable)		@ .....% / <b>NIL</b>
	CST (for bidders out of ASSAM) (With from C) (If applicable)		@ .....% / <b>NIL</b>
22.	CST (for bidders out of ASSAM) (Without form C) (If applicable)		@ .....% / <b>NIL</b>

23.	ECC NO./EXCISE REGN. NO.	AADCB2356EEM001	(Bidder's)
	CST NO./ST-TIN NO.	18049926313	(Bidder's)
24.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012. <b>IT IS MANDATORY FOR SUBMISSION</b>		<b>Yes (Chartered Accountant certified document Attached) / No</b>
25.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE		<b>YES / NO</b>
26.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.		
27.	Excise duty is payable only on submission of cenvatable Invoice		
28.	Cenvatable portion of Excise duty shall be released on receipt of cenvatable document. Confirm acceptance		
29.	<p>Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers ( Un-priced/Priced):- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details &amp; the Schedule of Rate (SOR) <b>with prices blanked out and copy of tender document &amp; addenda/corrigenda, if any, duly signed and stamped on each page.</b></p> <p>PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –XI). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.</p>		<b>YES / NO</b>
30.	<b>DETAILED ADDRESS OF BIDDER</b>		
	<b>CONTACT PERSONS (Name and Designation)</b>		
	<b>PHONE NO. (WITH STD CODE)</b>		
	<b>FAX NO. (WITH STD CODE)</b>		
	<b>E-MAIL ADDRESS</b>		
	<b>MOBILE NUMBER</b>		

**Place:**

**Signature of Authorized Signatory**

**Date:**

**Name:**

**Designation:**

**Seal:**

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

Ref.-----

Bank Guarantee No.-----

Date-----

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

Dear Sir (s),

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid upto----- (This date  
should be 150 days (One hundred & fifty days) after the date finally set out for closing of tender). If  
any further extension of this guarantee is required the same shall be extended to such required  
period on receiving instructions from M/s-----  
----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----  
-----day of -----2013 ----- at -----  
-----

WITNESS:

(SIGNATURE)  
NAME

(NAME)

(OFFICIAL SEAL)

Date:

(SIGNATURE)  
NAME  
BANK RUBBER STAMP

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



**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 Rs. \_\_\_\_\_ 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 upto \_\_\_\_\_ without a reference to the SELLER.

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

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned

CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security

or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.  
Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO\_\_\_\_\_ (Rs. / 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

(NAME)

(OFFICIAL SEAL)

(SIGNATURE)  
NAME  
BANK RUBBER STAMP

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

Date:

**(NOT APPLICABLE IN THIS TENDER)**  
**(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING**  
**CAPITAL IS INADEQUATE)**  
**(To be provided on Bank's letter head)**

**Bidder's Name:**  
**Tender No.:**

**Date:**

To  
 Brahmaputra Cracker and Polymer Limited  
 Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address) is  
 an existing customer of our Bank.

It is confirmed that against tender No: \_\_\_\_\_ dated.....  
 .....2013 for

....."name of  
 job/supply) , M/s.....(Name of the Bank  
 with address) confirms availability of line of credit to M/s.....(Name of  
 the bidder) for at least an amount of Rs.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

## **INSTRUCTIONS TO BIDDERS**

### **CONTENTS**

#### **Table of Clauses**

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

### **A. INTRODUCTION**

#### **1.0 SCOPE OF BID:**

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

#### **2.0 ELIGIBLE BIDDERS:**

- 2.1 This Invitation for Bids is open to any bidder.
- 2.2 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.3 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.4 The bidder is not put on holiday by BCPL or black listed by any Government Department/ Public Sector including BCPL.

#### **3.0 ONE BID PER BIDDER:**

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

#### **4.0 BID EVALUATION CRITERIA:**

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

#### **5.0 COST OF BIDDING:**

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

### **B. BIDDING DOCUMENTS**

#### **6.0 CONTENT OF BIDDING DOCUMENTS:**

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

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

#### **7.0 CLARIFICATION OF BIDDING DOCUMENTS:**

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

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

#### **8.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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

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

issued.

## **C. PREPARATION OF BIDS**

### **9.0 LANGUAGE OF BID:**

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

### **10.0 DOCUMENTS COMPRISING THE BIDS:**

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Original EMD / Bid Security
- (C) Documents against BEC
- (D) UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE – as per page no. 2.
- (E) COPY OF VALID SALES TAX REGISTRATION.
- (F) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning “QUOTE/NOT QUOTED”) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately
- (G) Complete Tender Document duly signed
- (H) All technical and commercial details other than the rate/price, bidder willing to submit
- (I) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issue

#### **PART-II: PRICE BID [PRICE SCHEDULE]**

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

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

### **11.0 BID FORM & PRICE SCHEDULE:**

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

### **12.0 BID PRICES:**

- 12.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.2 Bidders shall indicate the following separately (as per Price Schedule)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as

well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods)

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

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

**12.3 Fixed Price:**

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

**13.0 BID CURRENCIES:**

- 13.1 Domestic bidders may submit bid in Indian Rupees.

**14.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

**14.1 Bid Evaluation Criteria (As per RFQ )**

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

**14.2 Bidders Eligibility Criteria**

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

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

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

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

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

forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor. Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

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

- 15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:
- a) Detailed description of the essential technical and performance characteristics of the goods;
  - b) A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.
- 15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

**16.0 PERIOD OF VALIDITY OF BIDS:**

- 16.1 The bid shall remain valid for acceptance for **90 days** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

**17.0 EMD / BID SECURITY:**

- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at State Bank of India, Main Branch, Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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



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

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-40 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-41.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
  - b) in the case of a successful bidder, if the bidder fails:
    - i)to accept the Purchase Order in accordance with ITB Clause-40 or
    - ii)to furnish Performance Guarantee in accordance with ITB Clause-41
    - iii)to accept correction of errors pursuant to ITB Clause-30
  - c)If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- 17.8 Bid Security should be in favor of Brahmaputra Cracker & Polymer Ltd and addressed to BCPL. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 17.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.
- Public Sector Undertakings.
- Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.
- Small scale Industries units registered with the NSIC, under its single point registration scheme.
- 18.0 PRE-BID MEETING:**
- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the

sources of the question) through an Addendum/Corrigendum.

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

**19.0 FORMAT AND SIGNING OF BID**

- 19.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 19.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialized by the person or persons signing the bid.

**20.0 ZERO DEVIATION:**

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

**21.0 AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE**

Not applicable

**D. SUBMISSION OF BIDS**

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

**23.0 DEADLINE FOR SUBMISSION OF BID:**

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

**24.0 LATE BIDS:**

- 24.1 Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.  
Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

**25.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 25.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.
- 25.2 No bid can be modified after the deadline for submission of bids.

**E. OPENING AND EVALUATION OF BIDS**

**26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:**

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

## **27.0 PROCESS TO BE CONFIDENTIAL:**

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

### **27.1.2 CONTACTING THE PURCHASER**

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

### **27.1.3 PRELIMINARY EXAMINATION OF BIDS:**

#### **Techno-Commercial Bid Evaluation:**

The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

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

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

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

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

## **28.0 REJECTION CRITERIA:**

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

- i) Non- Compliance of BEC
- ii) Non-submission of EMD
- ii) Bid Validity lesser than specified period in tender
- iii) Non-acceptance of delivery period

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

## **29.0 PRICED BID OPENING:**

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

## **30.0 ARITHMETIC CORRECTION**

- 30.1 The bids will be checked for any arithmetic errors as follows.
- 30.2 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.
- 30.3 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.
- 30.4 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 30.5 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.
- 30.6 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), then the bid shall be evaluated based on the actual net sum of unit rates (OR the Total unit rate quoted, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
- 30.7 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.
- 30.8 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.

- 30.9 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.
- 30.10 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.
- 30.11 If the bidder does not accept the correction of errors, it's bid will be rejected.

### **31.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

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

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

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

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

### **32.0 PURCHASE PREFERENCE:**

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

### **33.0 PUBLIC PROCUREMENT POLICY (PPP), 2012**

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public

Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises AND accordingly Bid submitted by MSEs shall be processed as under :

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above. **(this tendered item is splittable)**
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
  - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
  - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
  - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
  - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium .
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.

x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission.

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

#### **34.0 CENTRAL EXCISE DUTY**

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

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

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

34.4 The supplies shall be accompanied with proper Excise Invoice as required under the Central Excise Law as applicable on the date of dispatch.

34.5 The bidder shall hand over the proper Invoice to BCPL, Lepetkata in order to enable BCPL to avail CENVAT Credit. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to

BCPL, wherever applicable. In case BCPL losses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise have been availed by BCPL, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

## **F. AWARD OF CONTRACT**

### **35.0 Post Qualification:**

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

### **36.0 AWARD CRITERIA:**

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

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

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

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

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

### **39.0 NOTIFICATION OF AWARD / FAX OF INTENT:**

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

### **40.0 ACCEPTANCE OF PURCHASE ORDER:**

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

### **41.0 PERFORMANCE GUARANTEE:**

- 41.1 Within 30 days of the receipt of the notification of award / Fax of Intent from the



PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Purchase Conditions** in the form provided in the bidding documents.

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

#### **42.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:**

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of these bids. IF the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case the issue submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeiture any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

#### **43.0 INCOME TAX LIABILITY:**

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

#### **44.0 CORRUPT OR FRAUDULENT PRACTICES:**

- 44.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:
- a) Defines, for the purposes of this provision, the terms set forth below as follows :
  - b) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to

influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in co for competing for or executing a contract.

#### **45.0 REPEAT ORDER**

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

#### **46.0 ORDER OF PRECEDENCE:**

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

- i) Schedule of Rates
- ii) RFQ Covering Letter
- iii) Special conditions of contracts
- iv) Instruction to Bidders
- v) General Purchase Conditions.

#### **47.0 DEBARRING AN “ERRANT” BIDDER(S) FROM TENDERING PROCESS:**

In case after price bid opening, the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in the bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the subject job(s)/item(s).

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in BCPL or directly with the IEMs on the panel c/o Chief Vigilance Officer, BCPL, Lepetkata, Dist. Dibrugarh, Assam.

#### **48.0 SUBMISSION OF FALSE / FORGED DOCUMENTS:**

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

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 of submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

d. Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of BCPL debarring them from future business with BCPL

**49.0 ROAD PERMIT (AS APPLICABLE):**

For issue of Road Permit Seller shall inform BCPL with details:

Proforma Invoice with following details are also required to get Road Permit

- (i) Place of despatch
- (ii) Date of despatch
- (iii) Quantity and Description of material
- (iv) Value of material
- (v) Expected date of delivery at site
- (vi) CST, Excise duty
- (vii) Freight
- (viii) Other taxes if any for each dispatch

**50.0 REASON FOR REJECTION:**

Bidder if so desires may seek in writing the reasons for rejection of their bid, to which BCPL shall respond quickly.

**SCHEDULE OF RATE (SOR)**  
**(ATTACHED SEPARATELY)**

**GENERAL CONDITION OF CONTRACT-GCC GOODS  
(ATTACHED SEPARATELY)**

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