

BRAHMAPUTRA CRACKER AND POLYMER LIMITED
Brahmaputra Petrochemical Complex
(Job No. 6907)
AGREED TERMS & CONDITIONS
(FOR INDIAN BIDDERS)

Vendor Name: M/s _____

RFQ 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 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".
5. **ZERO DEVIATION** : YOUR OFFER SHALL BE IN TOTAL COMPLIANCE WITH RFQ DOCUMENT CONTAINING COMMERCIAL AND TECHNICAL SPECIFICATIONS INCLUDING GENERAL / TECHNICAL NOTES AND SCOPE OF SUPPLY INCLUDING DOCUMENTATION AS PER MATERIAL REQUISITION (MR) AND SUBSEQUENT TECHNICAL/COMMERCIAL AMENDMENT AND TECHNICAL/COMMERCIAL CORRIGENDUM, IF ANY, WITHOUT ANY DEVIATION OTHERWISE OFFER SHALL BE LIABLE FOR REJECTION.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1. i)	Quoted prices are on FOT despatch point basis inclusive of Packing & Forwarding.	<i>Confirmed</i>
ii)	Specify Despatch Point	<i>Refer Annexure-1</i>
iii) a)	Confirm firm charges towards inland transportation upto site , has been quoted separately by you in Price Schedule.	<i>a. Confirmed , Quoted in Price Schedule</i>
b)	Service tax including Cess on Transportation Charges has been Indicated separately in the Price Schedule.	<i>b. Confirmed</i>
c)	If Service tax is not applicable on freight charges at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	<i>c. Confirmed</i>
iv)	Transit Insurance shall be covered by the Owner and same has not been included in the quoted prices.	<i>Confirmed</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
2.	Excise Duty payable extra: a. Tarrif sub heading no. b. Present rate of Excise Duty payable extra on finished products (including spares). c. Any variations in ED at the time of supplies for any reasons including variation due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser. d. In case (c) above is not acceptable, indicate max. rate applicable. e. If Excise Duty is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	a. Refer Annexure-1 b. Refer Annexure-1 c. Confirmed d. _____ e. Confirmed
2.1 a.	Confirm Excise Duty will not be applicable on freight charges.	a. Confirmed
b.	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.	b. Confirmed
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.	c. Confirmed
3.	Sales Tax: a. Indicate CST payable extra against Form 'C' b. Indicate VAT payable extra without concessional form c. Confirm Sales Tax / VAT will not be applicable on freight charges. d. If CST/ VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later. e. Sales Tax / VAT 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. f. Only statutory variations, if any, in the present rate of CST/ VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	a. Refer Annexure-1 b. Refer Annexure-1 c. Confirmed d. Confirmed e. Confirmed f. Confirmed
4.	Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery shall be to Vendor's account whereas any corresponding decrease shall be passed on to the Owner.	Confirmed

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
5.	Spares Parts: Confirm item wise unit price (FOT Despatch Point) of following spare parts as required in Material Requisition (MR) have been quoted indicating itemised quantity.	<i>Confirmed</i>
(a)	i) Mandatory Spares as specified in MR are included in the quoted Price.	<i>Confirmed (if Applicable as per MR)</i>
	ii) Special Tools & Tackles as specified in the MR are included in the quoted prices.	<i>Confirmed (if Applicable as per MR)</i>
	iii) Recommended spare parts for two years operation & maintenance are quoted separately. Also quote freight charges upto site for the spares.	<i>Confirmed (if Applicable as per MR)</i>
(b)	Confirm spares wherever required have been included in the quoted price and list of spares is also furnished.	<i>Confirmed (if Applicable as per MR)</i>
6.	Site Work: For Site Work, if in the scope of the Bidder as per MR, please confirm the following:	
a.	Confirm that quoted prices include Works Contract Tax.	<i>Confirmed</i>
b.	Owner shall not pay any variation including statutory variation for WCT. Any extra implication due to wrong assessment and/or selection of mode of ordering shall be borne by you. Confirm acceptance.	<i>Confirmed</i>
c.	WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance.	<i>Confirmed</i>
7.	Confirm documentation charges as per MR are inclusive in your quoted prices.	<i>Confirmed</i>
8.	Confirm customer references list for the item/model quoted by you, is given in offer.	<i>Confirmed</i>
9.	Price Reduction on delay in completion/ delivery: a) Confirm acceptance of price reduction schedule for delay in deliveries specified in GCC (Goods) and SCC (Goods) enclosed in RFQ Document. Liquidated damages or penalty are not acceptable. b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	<i>a. Confirmed</i> <i>b. Confirmed</i>
10.	Delivery Period: Please confirm delivery period as specified in the RFQ document	<i>a. Confirmed</i>
11.	Payment Term: Confirm acceptance of "Terms and Mode of Payment" as per respective clause given in SCC (Goods).	<i>Confirmed</i>
12.	Part Order: a. Confirmed acceptance to Part Order. b. The quantities against a particular item will not be split. Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	<i>a. Confirmed</i> <i>b. Confirmed</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
17.	Import Content: If your offer is based on certain imported raw materials required for equipments/ materials offered, please specify the following : a. Confirm that quoted prices are based on Merit rate of Customs duty, CVD, Educational Cess and SAD as applicable. b. Indicate rate of customs duty considered and included in the quoted prices. c. Indicate brief description/ specification with itemised CIF value and country of origin of imported material. d. Indicate classification with tariff no. under which Vendor intends to import. e. Confirm prices shall be firm on account of variation in foreign exchange rate. f. Owner shall not provide any import licence. g. Quoted prices are after considering the benefit of CENVAT on CVD including Edu. Cess. h. Any upward variation due to change in Customs Duty classifications shall be absorbed by the vendor. However, any reduction in customs duty due to change in classification shall be passed on to Owner. i. Statutory variations, if any, in the rate of customs duty upto a maximum period of the contractual delivery period shall be to Owner's account. Owner will not pay any variation on account of CVD including Edu. Cess. j. Any increase in price due to increase in the rate of Customs Duty, due to any reasons, whatsoever, beyond the contractual delivery period, shall be to vendor's account. However, any decrease in custom duty rate at the time of actual clearance of imported materials shall be passed on to Owner. k. The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon. l. Variation in price due to Customs duty rate will be dealt separately after receipt of material at site, against documentary evidence.	a. <i>Confirmed</i> b. <i>Refer Annexure-1</i> c. <i>Refer Annexure-1</i> d. <i>Refer Annexure-1</i> e. <i>Confirmed</i> f. <i>Noted</i> g. <i>Confirmed</i> h. <i>Confirmed</i> i. <i>Confirmed</i> j. <i>Confirmed</i> k. <i>Confirmed</i> l. <i>Confirmed</i>
18.	VALIDITY: a) Confirm offer validity as stipulated in RFQ from the bid due date/extended due date. b) Confirm validity of recommended spares for 2 years operation and maintenance will be 12 months over and above the validity of offer.	<i>Confirmed</i> <i>Confirmed(if Applicable as per MR)</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
19.	ZERO DEVIATION:	
a)	Confirm your offer is in total compliance with RFQ Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per Material Requisition (MR) and subsequent I amendment and corrigendum, if any, without any deviation.	<i>Confirmed</i>
b)	Confirm your offer is in total compliance with RFQ documentation containing commercial terms and conditions as per the following documents, without any deviation:	<i>Confirmed</i>
i)	Instruction to Bidders (ITB)	<i>Confirmed</i>
ii)	General Conditions of Contract (Goods) (GCC-Goods)	<i>Confirmed</i>
iii)	Special Conditions of Contract. (Goods) (SCC-Goods)	<i>Confirmed</i>
iv)	Packing, Marking & Shipping Instructions, etc.	<i>Confirmed</i>
c)	Deviation to Terms & Conditions shall lead to rejection of offer.	<i>Noted</i>
20.	Furnish Balance Sheet/ Annual Reports & Turnover figures of last three years along with your unpriced offer: TURNOVER Last Year : Rs 2 years before : Rs 3 years before: Rs.	<i>Refer Annexure-1</i>
21.	Whether any of the Directors of Bidder is a relative of any Director of Owner/EIL or the Bidder is a firm in which any Director of Owner/EIL or his relative is a Partner or the Bidder is a private company in which any director of Owner/EIL is a member or Director.	<i>Confirmed No relation</i>
22.	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.	<i>Not Banned</i>
23.	Please confirm your offer contains the following:	
23.1	UNPRICED OFFER- Zero Deviations	<i>Confirmed</i>
23.2	PRICED OFFER	
a.	Duly filled Price Schedule	<i>Confirmed</i>
b.	Statement that all specification and terms & conditions are as per unpriced copy of offer.	<i>Confirmed</i>
24	Please confirm that you have quoted strictly for items based on your registration/approval with EIL as on date of issue of RFQ.	<i>Confirmed</i>

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
25.	Any claim arising out of order shall be sent to Owner in writing with a copy to EIL within 3 months from the date of last despatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	<i>Confirmed</i>
26.	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.	<i>Confirmed</i>

VENDOR'S NAME:

SIGNATURE & SEAL:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Brahmaputra Petrochemical Complex

(Job No. 6907)

AGREED TERMS & CONDITIONS (FOR INDIAN BIDDERS) – ANNEXURE-1

Vendor Name : M/s _____ RFQ No. : _____

Vendor's Offer Ref. No. _____

The Salient features of the offers are as below:

Sr. No.	ATC Clause Sr. No.	Description	Vendor's Confirmation
1.	1 (ii)	Specify Despatch points.	
2.	2 (a)	Tariff sub heading No.	
3.	2 (b)	Excise Duty including cess on ED (Present applicable rate)	_____ %
4.	3(a)	Indicate CST against Form 'C'	_____ %
	3(b)	Indicate VAT without concessional form	_____ %
5.	16(b),(c) & (d)	Import Content details: - Classification: Specify rate of Customs Duty (CD, Edu.Cess, CVD & SAD) considered. - CIF value(indicate currency)	_____ CD____ %, CVD____ %, Edu. Cess ____ % & SAD____ % _____ Detailed break-up of itemised CIF value shall be furnished in 'CIF/CD' format enclosed with the Price Schedule
6.	19	Turnover figures for the last three years Last Year : 2 Years before: 3 Years before;	

Bidder's Signature with Stamp/Seal