



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprise]

PART – A
REQUEST FOR QUOTATION (RFQ)

Ref.: BCPL/DIB/C&P/2013/S/100/ND

DATE - 27/01/2014

SUB: - PROCUREMENT OF FIRE & SAFETY EQUIPMENTS FOR MAINTENANCE AND SAFETY PROVISIONS OF BCPL, LEPETKATA – DIBRUGARH

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for supply of procurement of fire & safety equipments for maintenance and safety provisions for BCPL - Dibrugarh, as detailed below in complete accordance with enclosed tender document:

TENDER NO.	EARNEST MONEY DEPOSIT (EMD)	COST OF TENDER	TYPE	LOCATION
BCPL/DIB/C&P/2013/S/100/ND	Rs. 20,000/-	NIL	SUPPLY	LEPETKATA-DIBRUGARH

DESCRIPTION OF WORK	PROCUREMENT OF FIRE & SAFETY EQUIPMENTS FOR MAINTENANCE AND SAFETY PROVISIONS
LAST DATE AND TIME FOR SUBMISSION OF TENDER	18/02/2014 at 14.30 hrs.
DATE AND TIME FOR OPENING OF BIDS	18/02/2014 at 15.00 hrs.
PRE-BID MEETING	06/02/2014 at 15.00 hrs.
TIME OF SUPPLY	100% MATERIAL WITHIN 60 DAYS FROM THE DATE OF PURCHASE ORDER FROM BCPL.
PLACE OF SUBMISSION OF TENDER & ADDRESS OF COMMUNICATION	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED CENTRAL WARE HOUSE, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM

Regd. Office: Hotel Brahmputra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax) **Project Site Office:** Main Fire Station Building, P.O. Barbaruah, Lepetkata, Dibrugarh-786006, Assam, Tel: 0373- 2914611 . **Project Execution office:** 3rdFloor, GTI; 24, Sector-16A; NOIDA–201 301: Tel: 0120-2513102, 011-26185941(Fax) . www.bcplonline.co.in

EMD* :Rs. 20000/- (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 Guarantee towards EMD is enclosed with tender. UNDERTAKING:

An undertaking (by the bidders who quotes by down loading 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-A:UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details , Original EMD & 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-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) with complete price details as per price schedule provided in the tender (Annexure –IX).

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.

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

BID EVALUATION CRITERIA (BEC):

Bidder must be Manufacturer and /or supplier of fire fighting equipments in any Central Government / State Government / PSU /Private company of petrochemical, fertilizer, natural gas , LPG in the past 7 years to be reckoned from the date of opening of un-priced bid.

Bidder must have executed a single order in any Central Government / State Government / PSU /Private company of petrochemical, fertilizer, natural gas , LPG for supply of fire fighting equipments having minimum order value of Rs. 5 Lacs during last 07 years.

Documentary proofs like copies of Orders & proof of supply (Payment voucher mentioning the order no , LR copy/invoice/ challan copy duly signed the owner) are to be submitted along with the bid, which should be duly attested by Gazetted Officer /notarized by a Notary Public

PRICE BASIS:

FOT site. (BCPL-Lepetkata, Dibrugarh Assam).

DELIVERY/COMPLETION SCHEDULE:

Material should be delivered within 60 days from the date of purchase order from BCPL / as mentioned Purchase order.

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.

CONSIGNEE ADDRESS:

Brahmaputra Cracker & Polymer Ltd.
Office of The Dy. General Manager (C&P)
Central Ware House, PO – Lepatkata
Dibrugarh-786006, Assam

Party should confirm the exact delivery date well in advance before delivery.

TERMS OF PAYMENT:

100% Payments shall be made within 30 Days after receipt & acceptance of material at site.

LOADING CRITERIA (FOR TERMS OF PAYMENT):-

- 1) As per tender – NIL.
- 2) In case payment term is upto 90% through bank against dispatch document (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of material at site – 2%.
- 3) Any other term – rejection.

PRICE REDUCTION SCHEDULE (PRS):

Price reduction @0.5% of the value of undelivered quantity per week subject to a maximum (ceiling) of 5% of total order value will be applicable. The value referred in PRS clause excluding taxes and duties.

FIXED PRICE:

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

TRANSIT INSURANCE:

Shall be in the scope of Seller.

FREIGHT & PACKING - FORWARDING CHARGE:

Should be inclusive of the quoted rates. If not included, vendor has to mention in Part B of Schedule of Rate.

LATE BIDS:

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

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

OPENING OF 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.

AWARD CRITERIA:

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

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.

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.

JURISDICTION OF COURT:

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

ARBITRATION:

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

FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

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

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

REJECTION CRITERIA:-

OWNER request bidders to accept all terms and conditions stipulated in this document in totality for speedy decision. Bidders are requested to note that taking deviation or suggesting modifications to the following clauses may result in summary rejection of their bids:

- 1) Period of validity of bids.
- 2) Arbitration Clause.
- 3) Non acceptance of delivery schedule, validity of bids, PRS.
- 4) Force Majeure Clause.
- 5) Non submission of firm prices till validity period of Offer.
- 6) Deviation in payment terms for the specified terms as mentioned in tender. (Loading criteria mentioned above.)
- 7) Scope of supply i.e. Price Basis.
- 8) Technical specification

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

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

SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.

- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2012, 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
 - b) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - c) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

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 of invoice/Bill.

ENCLOSURE:

PART - A

- a) SPECIAL CONDITIONS OF CONTRACT. ANNEXURE – I
- b) BIDDER FACET- ANNEXURE – II
- c) CONSENT- ANNEXURE – III
- d) AGREED TERMS & CONDITIONS - ANNEXURE –IV
- e) GENERAL PURCHASE CONDITION- ANNEXURE –V
- f) PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT – ANNEXURE-VI
- g) INSTRUCTION TO BIDDERS -ANNEXURE –VII
- h) SCHEDULE OF RATE (UN-PRICED) - ANNEXURE –VIII

PART -B

- i) SCHEDULE OF RATE (PRICED-BID) ANNEXURE –IX

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914609/11 / email – neeta.dutta@bcplindia.co.in latest by 06/02/2014. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder 08/02/2014.

THANKS & REGARDS,

(Neeta Dutta)

Dy. Manager (C&P)

FOR BRAHMAPUTRA CRACKER AND POLYMER LTD.

0373-2914609/11

neeta.dutta@bcplindia.co.in

SPECIAL CONDITIONS OF CONTRACT**1) SCOPE OF SUPPLY:**

- a. Vendor to confirm that (all) the item(s) offered is identical and exactly matches with the specifications that mentioned in Technical specification & Schedule of Rate (SOR).
- b. Vendor to deliver items in good packing and each part no. /item no. to be tagged on the item with description for proper identification.

2) TECHNICAL SPECIFICATION:

Kindly fill up the 3rd Column of the below table .

Sl No	Details Specification	Vendor's confirmation (Yes/No)
1	Fire Water Delivery Hose, 30 Meter Long and 63 mm internal dia,	
a	Fire Water Delivery Hose shall be BIS approved and of ISI 636, Type "B" Marked. If Confirmed Purchase order is placed, Copy of BIS Approval shall be supplied along with the supply.	
b	The Fire Water Delivery Hose shall have MMD or equivalent approval.	
c	Length : 30 Meter, Diameter (internal) : 63 mm	
d	The hoses must be provided with instantaneous type Gunmetal coupling of 63 mm size, pair of male and female parts, heavy quality and bearing IS 903 mark with copper wire (about 16 gauge) double binded / winded to above hose.	
e	Fire Water Delivery Hose shall be long lasting.	
f	Fire Water Delivery Hose shall be fungus resistant.	
g	Fire Water Delivery Hose shall have unified lining and cover.	
h	Fire Water Delivery Hose must be designed for resistance from i. Impact and abrasion damage, ii. Heat iii. Weathering by ozone, oils and chemicals.	
i	All the hoses shall be hydro tested, and without any leak, certificate to be provided along with the supply.	
j	The Fire Water Deliver Hoses shall have guarantee / warrantee for any manufacturing defects for minimum two years from date of supply.	
k	Sample small length (about 10 centimeter without coupling) of hose to be sent along with the offer.	
l	Fire Water Delivery Hoses shall have a Guarantee / Warrantee of minimum two years.	
2	Fire Water Delivery Hose, 15 Meter Long and 63 mm internal dia,	

a	Fire Water Delivery Hose shall be BIS approved and of ISI 636, Type "B" Marked. If Confirmed Purchase order is placed, Copy of BIS Approval shall be supplied along with the supply.	
b	The Fire Water Delivery Hose shall have MMD or equivalent approval.	
c	Length : 15 Meter, Diameter (internal) : 63 mm	
d	The hoses must be provided with instantaneous type Gunmetal coupling of 63 mm size, pair of male and female parts, heavy quality and bearing IS 903 mark with copper wire (about 16 gauge) double binded / winded to above hose.	
e	It shall be long lasting.	
f	It shall be fungus resistant.	
g	It shall have unified lining and cover.	
h	It must be designed for resistance from i. Impact and abrasion damage, ii. Heat iii. Weathering by ozone, oils and chemicals.	
i	All the hoses shall be hydro tested, and without any leak, certificate to be provided along with the supply.	
j	The Fire Water Deliver Hoses shall have guarantee / warrantee for any manufacturing defects for minimum two years from date of supply.	
k	Sample small length (about 10 centimeter without coupling) of hose to be sent along with the offer.	
l	Fire Water Delivery Hoses shall have a Guarantee / Warrantee of minimum two years.	
3	Hand Controlled Branch for Jet Spray and Fog	
a	Hand Controlled Branch for Jet Spray and Fog shall be of a reputed make. Make and model of the Hand Controlled Branch to be mentioned in the offer. Information brochure of the item to be provided along with the offer .	
b	Hand Controlled Branch for Jet Spray and Fog shall have a pistol grip Handle.	
c	Hand Controlled Branch for Jet Spray and Fog shall have a ball type shut –off valve, with adjustable seat and external hand control to control the flow.	
d	Material of construction : Die cast Alluminium Alloy or equivalent.	
e	Maximum weight shall be 4.0 Kilogram.	
f	The Hand Controlled Branch shall have effective straight stream reach of minimum 30 meters at 7 Kg (f) / square centimeter at inlet pressure.	
g	The Hand Controlled Branch shall be capable of produce straight stream, fog and spray even at pressure as low as 7 Kg (f) / square centimeter at inlet pressure.	

h	The Hand Controlled Branch shall have arrangement for constant flow of water at straight jet / wide angle long. having provision to change into flush without complete shut – off.	
i	The Hand Controlled Branch shall have arrangement for combination of straight stream and superior quality fog pattern for optimum personal protection	
j	The Hand Controlled Branch should have intake of 63 mm size instantaneous type male coupling.	
k	The range of flow rate shall be minimum 400 Litre per minute to 600 Litre per minute.	
l	Four sets of spare washers, ‘O’ rings and gaskets of the Hand Controlled Branch to be provided	
m	The Hand Controlled Branch shall be conforming to BIS, NFPA of equivalent standard. If confirmed Purchase Order is placed, copy of approval to be provided along with the supply.	
n	Hand Controlled Branch shall have a Guarantee / Warrantee of minimum one year.	
4	Foam Making branch 10X	
a	Inlet Connection : 2 ½” (63 mm) Instantaneous coupling.	
b	Foam Making Branch shall have a pick up tube of minimum one meter length along with strainer	
c	Material of construction : Aluminium Alloy or Stainless Steel	
d	Working Pressure : 140 PSI Max.	
e	Foam Expansion : 8 to 10 times	
f	Flow minimum 100 GPM with throw of 20 meters at pressure 7 Kg (f) / square centimeter.	
5	Inline Inductor with pick up tube	
a	The Inline Inductor with pick up tube shall have 63 mm instaneous male and female connection at the both ends.	
b	Material of construction : Aluiminium or equivalent.	
c	The Inline Inductor shall have Inbuilt non return valve to foam inlet.	
d	Foam concentrate drawn through a Pick up tube. Foam induction rates can be adjusted from 0% to 6%	
e	Flow about 60 GPM.	
6	Water Driven Turbo pump	
a	The water driven turbo pump capable of pumping large quantity of liquid and suitable for use with Fire water line, at minimum pressure of 4 Kg (f) / square centimeter.	
b	The water driven turbo pump must have the minimum performance as 800 Litres at water pressure of 7 Kg (f) / square centimeter water pick up shall be minimum 900 litres per minute from 8 meter depth.	

c	The material of construction shall be i. Body of pump (housing) : Gun Metal or equivalent ii. Rotor : Phosphor bronze or equivalent iii. Turbine : Phosphor bronze or equivalent iv. Pump Shaft : Stainless Steel SS 304 or equivalent v. Inlet Strainer : Stainless Steel SS 304 or equivalent	
d	The turbo pump must be provided with hook or similar arrangement for lowering the pump.	
e	The turbo pump shall be fitted with gun metal instantaneous type male and female couplings of 63 mm diameter at the inlets and outlets for use with a fire hydrant.	
f	Turbo Pump shall have a Guarantee / Warrantee of minimum one year.	
7	Ejector pump, Water Driven.	
a	The body of the ejector pump must be made of aluminium alloy.	
b	The water driven ejector pump capable of pumping large quantity of liquid and suitable for use with Fire water line, at minimum pressure of 4 Kg (f) / square centimeter.	
c	The ejector pump must have 100 mm male round threaded inlet and outlet at right angle to each other.	
d	The ejector pump must be fitted with 63 mm gun metal male type instantaneous connection.	
e	The ejector pump must comply with the technical specification mentioned below. i. Maximum working pressure : 10 Kg (f) / Cm2 (Approximately) ii. Minimum working pressure : 4 Kg (f) / Cm2 (Approximately) iii. Test Pressure : 21 Kg (f) / Cm2 (Minimum), iv. Inlet diameter : 100mm v. Outlet diameter : 100mm vi. Discharge : 650 Litre / minute at : 7 Kg (f) / Cm2 (Minimum) vii. Suction depth : 10 meters	
f	The operating pressure must be 4 Kg (f) / Cm2 to 7 Kg (f) / Cm2.	
8	Suction hose for Fire Water Pump	
a	Heavy Duty Suction Hose shall be made of PVC / polyethylene / polypropylene of equivalent lightweight material.	
b	Internal Diameter : 100 mm, Length : 3 meters	
c	Each suction Hose must be fitted with 100 mm diameter gun metal make pair of male and female couplings conforming to relevant Indian Standard for suction hoses binded / winded at it's either ends.	
d	One suction wrench to be provided with each hose	
e	Fire Water Suction shall be conforming to BIS Standard or equivalent.	
f	Fire Water Suction Hose shall have a Guarantee / Warrantee of minimum one year.	

3) **PACKING CHARGE:**

The quoted price shall be inclusive of packing charge, if any.

4) **TIME SCHEDULE:**

The delivery schedule of the materials is 60 days from the date of Purchase Order. The delivery of the materials shall be executed as per the schedule given in the tender document.

5) **TRANSIT INSURANCE:**

Shall be in the scope of seller .

6) **WARRANTY**

As mentioned in Technical Specification above

7) **FREIGHT:**

The freight shall be borne by the seller. If extra, the exact value needs to be incorporate in Schedule of rate .

8) **PACKING INSTRUCTION:**

The materials will be packed in such a way that no damage occurs during transportation of the materials. Special care shall be taken by the supplier depending on the material of construction.

BIDDER FACET

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 Person :

(v) E-mail Address :

ANNEXURE - III

CONSENT LETTER

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

To,

Dy. Manager (C&P)
Brahmaputra Cracker & Polymer Ltd.
Main Fire Station 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 & stamped on each page along with your offer)

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION
1.	QUOTED PRICES	FIRM	[Accepted/Not accepted)
2	Vendor to confirm that (all) the item(s) offered is identical and exactly matches with the specifications/part no. With that mentioned in the enquiry		
3	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
4	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	90 DAYS	
5	BIDDER MUST HAVE VALID SALES TAX REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION & ATTESTED COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
6.	CONFIRM ACCEPTANCE TO REPEAT ORDER CLAUSE	Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.	
7	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
8	POINT OF DISPATCH		
9	TERMS OF DELIVERY	60 days from the date of Purchase Order.	
10.	TRANSIT INSURANCE	BIDDER SCOPE	
11.	PRICE REDUCTION SCHEDULE (PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.)		

12.	PAYMENT TERMS	100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT & ACCEPTANCE OF MATERIAL AT SITE.	
13.	MODE OF PAYMENT	BY CHEQUE	
14.	ARBITRATION/JURISDICTION OF COURT	GUWAHATI	
15.	FORCE MAJEURE	AS MENTIONED IN PAGE NO. 4 & 5.	
16.	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@.....% / NIL
17.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO
18.	VAT (for bidders of ASSAM) (in%) (if applicable)		@.....% / NIL
19.	CST (for bidders out of ASSAM) (With from C) (If applicable)		@.....% / NIL
	CST (for bidders out of ASSAM) (Without form C) (If applicable)		@.....% / NIL
20.	ECC NO./EXCISE REGN. NO.	AADCB2356EEM001	(Bidder's)
	CST NO./ST-TIN NO.	18049926313	(Bidder's)
21.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012		Yes (Certificate Attached)/No
22.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCPTANCE		YES / NO
23.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.		
24.	The Payment against cenvetable portion shall be made at actual against the maximum given at above Confirm acceptance. Material supplied will be eligible for CENVET credit and vendor shall furnish all documents as required to avail the same.		
25.	Cenvetable portion of Excise duty shall be released on receipt of cenvetable document. Confirm acceptance		
26.	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, Original EMD & the Schedule of Rate (SOR) with		YES / NO

	rices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Anneure –IX). 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.	
27	DETAILED ADDRESS OF BIDDER	
	CONTACT PERSONS (Name and Designation)	
	PHONE NO. (WITH STD CODE)	
	FAX NO. (WITH STD CODE)	
	E-MAIL ADDRESS	
	MOBILE NUMBER	

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A GOVT. OF INDIA ENTERPRISE)
LEPETKATA, DIBRUGARH**

ANNEXURE - V

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006**. Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & superscribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1430 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of renderers/ authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales **Tax/VAT/TIN** registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. **PRICE /PURCHASE PREFERENCE:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:** If the vendor fails to deliver any or all of materials or performance of work & service within the time period (s) specified in the order contract, BCPL shall without prejudice to any other remedies (ies) under the order/contract, reduce a sum calculated on the under mentioned basis:-

Price reduction will be applicable @ $\frac{1}{2}\%$ of the total order / contract order per week of delay or part thereof in supply/completion of work subject to a maximum ceiling of 5% of total order / contract value of orders of material, works & service contracts.

In a supply contract the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery period shall attract a PRS of ½ % of delayed delivery upto a maximum of 5% of total order value.

The value referred in PRS is excluding taxes & duties.

11. ENTERPRISE'S INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT, 2012.

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2012." **(Please strike off whichever status is not applicable).** Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following: "We are a supplier within the definition of section 2 (n) of the MSMED Act _____ (Yes/ No)."

If the response to the above is 'Yes', the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government."

12. PERFORMANCE GUARANTEE (CPBG): In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. INSPECTION, TESTING & EXPEDITING: Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. WARRANTY :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the

goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

15. PAYMENT TERMS:

100% Payment will be released within 30 days of receipt and acceptance of material/ installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. INVOICE:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BCPL, Lepetkata, Dibrugarh immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

17. PACKING & MARKING:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

18. DESPATCH DOCUMENTS:

Transit Risk Insurance shall be arranged by BCPL. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods. The dispatch documents shall consist of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage / wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

- 19.** It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BCPL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

- 20. LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

- 21. REPEAT ORDER:** Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.

- 22. TERMINATION OF CONTRACT:** The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s)specified in Contract; or
- b) If the Seller fails to perform any other obligation(s) under the Contract and
- c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL (India) Ltd.. against any type of tender of tender not their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

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

23. FORCE MAJEURE : Shall mean and be limited to the following –

- (a) War / Hostilities (b)Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

24. RESOLUTION OF DISPUTES / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager/Officer-in-Charge (OIC) of BCPL . Whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BCPL, and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati

- 25. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

- 26.** Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.
- 27.** 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 :
- i) 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;
 - ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

ANNEXURE - VI

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

To:

Brahmaputra Cracker & Polymer Ltd.
"Main Fire Station Building", NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- -----
- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs------(Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

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

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

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) Documents against BEC
- (C) An affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying as given in tender document.
- (D) 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
- (E) Complete Tender Document duly signed
- (F) All technical and commercial details other than the rate/price, bidder willing to submit
- (G) 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)*

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:

Not applicable.

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, Central Ware House, 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.**

D. SUBMISSION OF BIDS

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

22.0 DEADLINE FOR SUBMISSION OF BID:

- 22.1 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.

23.0 LATE BIDS:

Bid received after the time prescribed in RFQ shall be considered as late bid.

- 24.0 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.

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) Bid Validity lesser than specified period in tender
- iii) Non-acceptance of delivery period
- iv) Request for advance payment
- v) Non acceptance of Guarantee /Warranty
- vi) Non-submission of Firm and Fixed Price
- vii) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up)
- viii) Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender
- x) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.
- x) Any deviation to scope of supply, specification, SCC etc.
- xi) 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 item (Item wise evaluation):

- 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 FROM (MSEs):

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of Tender Documents (in case of Open Tenders) 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 L-1 +15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L-1 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) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2012, the bidder shall submit the following:
 - a) **Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.**
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in 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 procure process or the execution of a contract to the detriment of the Purchaser, and includes coll practice among Bidders (prior to or after bid submission) designed to establish bid price artificial non-competitive levels and to deprive the Purchaser of the benefits of free and competition;

will reject a proposal for award if it determines that the Bidder recommended for award 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 Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or executing a contract.

45.0 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order upto 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 (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) Special conditions of contracts (Goods)
- iii) Instruction to Bidders
- iv) 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.

PART – A
SCHEDULE OF RATE (UN-PRICED)

ANNEXURE -VIII

Un–Priced Bid Schedule of rate

Sub: supply of fire & safety equipments for maintenance and safety provisions

Sl No	Description	BCPL's material code	Qty	UOM	Unit Price FOT Lepetkata (In Figure)	Unit Price FOT Lepetkata (In Word)	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Cst /VAT (in %)	Per unit Freight up-to Lepetkata, (If Not included in Column-5)	Unit Rate on FOT site Lepetkata basis.(10=5 +6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XC ol3)
1	2		3	4	5		6	7	8	9	10	11
1	Fire Water Delivery Hose, 30 Meter Long and 63 mm internal dia,	9540090023	10	Pair	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
2	Fire Water Delivery Hose, 15 Meter Long and 63 mm internal dia,	9540090013	30	Pair	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
3	Hand Controlled Branch for Jet Spray and Fog	9540280023	10	kg	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
4	Foam Making branch 10X	9540380023	3	kg	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
5	Inline Inductor with pick up tube	9540140013	3	kg	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
6	Water Driven Turbo pump	9540310013	1	EA	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
7	Ejector pump,	95403100	3	EA	Not to	Not to	Not to	Not to	Not to	Not to	Not to quote	Not to

	Water Driven.	23			<i>quote</i>	<i>quote</i>	<i>quote</i>	<i>quote</i>	<i>quote</i>	<i>quote</i>		<i>quote</i>
8	Suction hose for Fire Water Pump	95403200 13	6	EA	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>	<i>Not to quote</i>

Cenvat invoice will be Yes/No
:Submitted

(Signature of Authorised Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Name
Designation
Name of
Organisation

PART-B
SCHEDULE OF RATE (PRICED-BID)

PART-B

ANNEXURE -IX

Priced Bid Schedule of rate

Sub: supply of fire & safety equipments for maintenance and safety provisions

Sl No	Description	BCPL's material code	Qty	UOM	Unit Price FOT Lepetkata (In Figure)	Unit Price FOT Lepetkata (In Word)	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty & Cess (in %)	Applicable Cst /VAT (in %)	Per unit Freight up-to Lepetkata, (If Not included in Column-5)	Unit Rate on FOT site Lepetkata basis.(10=5 +6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XC ol3)
1	2		3	4	5		6	7	8	9	10	11
1	Fire Water Delivery Hose, 30 Meter Long and 63 mm internal dia,	9540090023	10	EA								
2	Fire Water Delivery Hose, 15 Meter Long and 63 mm internal dia,	9540090013	30	EA								
3	Hand Controlled Branch for Jet Spray and Fog	9540280023	10	EA								
4	Foam Making branch 10X	9540380023	3	EA								
5	Inline Inductor with pick up tube	9540140013	3	EA								
6	Water Driven Turbo pump	9540310013	1	EA								
7	Ejector pump,	95403100	3	EA								

	Water Driven.	23										
8	Suction hose for Fire Water Pump	95403200 13	6	EA								

Cenvat invoice will be
Submitted

Yes/No

(Signature of Authorised Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Name

Designation

Name of

Organisation

Grand total :(Figure) (Words)

*****END*****