



Part-A

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

Request for Quotation (RFQ)

Rfq No.: BCPL/DIB/C&P/2013/C/053/DBK

Date: October 3, 2013

To,

Dear Sir(s),

Brahmaputra Cracker and Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for Supply of 246 no of **Slotted Angle Racks** for BCPL, Dibrugarh, Lepetkata . The detailed features/specifications of **Slotted Angle Racks** are indicated at **Annexure – I**. The details tender document is as hereunder:-

- | | | |
|------|--|--|
| i) | Last date and time for submission of tender: | 22/10/2013 at 14.30 hrs. |
| ii) | Date and time for opening of bids: | 22/10/2013 at 15.00 hrs. |
| iii) | EMD: | Rs. 24,000/- |
| iv) | Place for submission of tender: | OFFICE OF THE DGM (C&P)
Brahmaputra Cracker & Polymer Ltd.
"Central Warehouse", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam) |

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, catalogue (if any) & 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 – I)

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.

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

Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 008, Assam
Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

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

Part-A

Price Basis:

FOR, DESTINATION,

Delivery/Completion Schedule:

MATERIALS SHALL BE DELIVERED WITHIN 04-06 WEEKS FROM THE DATE OF PURCHASE ORDER.

Transit Insurance:

The transit insurance shall be within the scope of the supplier

Validity Period of Offer:

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

VAT / CST No.:

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

Taxes & Duties:

Bidder shall quote their rate clearly indicating all taxes & duties otherwise if it is not mentioned, it shall be assumed as inclusive.

However, any new taxes & duties, if imposed by Government of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining its applicability w.r.t. the contract. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account. Any decrease in the rate of taxes & duties shall be passed on to the purchaser.

Consignee Address:

M/s. Brahmaputra Cracker and Polymer Ltd

"Main Fire Station Building", Lepetkata

BCPL-Project Site, P.O. Lepetkata, PIN – 786006

Dibrugarh, Assam

Terms of payment:

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

Bid Evaluation Criteria:

Bidder should have the experience of supplying similar nature of items during the previous 07 years with minimum order value of Rs. 5.90 Lac

Bidders are required to submit copies of Purchase Order and proof of Completion like completion certificate /LR/ Challan etc, in support of meeting BEC.

Bidder must submit documentary proof i.e. copies of purchase orders / completion certificate/ LR/Challan etc, duly notarized by notary public / gazette officer along with the un-priced offer to fulfill the above criteria

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.

Warranty:

The bidder shall offer minimum warranty for 01 year against any manufacturing defects of material.

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.

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Late Bids:

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

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

Opening of Priced Bids:

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

Award Criteria:

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

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

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

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 & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 14:30 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 15:00 hrs in the presence of tenderers / 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 the tender 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:**
In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the

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loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

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 shall attract price reduction schedule @½ % of the delayed delivery value maximum up-to 5% of the total order value.

11. Enterprise's information with respect to MSME Development Act, 2006

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 2006." **(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. 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 or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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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.

13. 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 06 months from the date of expiration of the Seller's entire obligations, under the contract.

14. 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.

15. 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 dispatch, whichever is earlier.

16. 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.

17. 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.

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18. 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.

19. Dispatch Documents:

Transit Risk Insurance shall be arranged by the Seller. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods. The dispatch documents shall consists 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.

20. 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.

21. 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

22. Repeat Order:

Purchaser reserves the right within 06 (Six) months of order, to place repeat order up to 50% of ordered quantity.

23. 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 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

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24. 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.

25. 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, Lapatkata and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati

- 26.** 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.
- 27.** 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.
- 28.** 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.

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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..

Performance Bank Guarantee (PBG):-

Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents (refer Annexure – V), for an amount equivalent to 10% of the total value of the CONTRACT.

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.

The performance guarantee shall be denominated in the currency of the CONTRACT.

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.

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 Dibrugarh, 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

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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:-

- I. Non Acceptance of PRS Clause.
- II. Deviation in Payment terms.
- III. Non Submission of EMD
- IV. Deviation in Delivery Schedule
- V. Deviation from validity of Offer

Enclosures: -

PART –A: **ANNEXURE – I** (Schedule of Rates with Specifications),
Annexure – II (format of PBG) & **Annexure- III** (Check list),
Annexure –IV (Detailed Specification)

PART-B: **ANNEXURE-I** (SOR with specifications)

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.

(D. Barkakati)
Sr. Officer (C&P)
Email: dbarkakati@bcplindia.co.in
BCPL-Lepetkata
Tel: 0373_2914611/609

CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE (Annexure_II)
(PERFORMANCE SECURITY) - UNCONDITIONAL

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam, INDIA

Dear Sirs,

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

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up-to _____ without a reference to the SELLER.

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

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

as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO_____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

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

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

This guarantee is valid until the _____day of _____200_

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

Dated The _____day of _____200_

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

Date:

(SIGNATURE)
NAME
BANK RUBBER STAMP

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

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Annexure-III

CHECK LIST

Bidders are requested to confirm whether they have submitted the following documents along with the bid:-

SL. NO.	WHETHER THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED	CONFIRMATION YES/NO
01	Complete documents duly signed and stamped on each page	
02	Confirm that EMD of Rs. 24,000/- has been submitted	
03	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 bid.	
04	Validity of offer for 120 days from the date of opening.	
05	Confirmation of quoting firm prices till validity period of offers.	
07	Offer should be submitted in sealed envelopes super scribed with the tender no., due date, item and nature of offer. OFFER in duplicate (ORIGINAL + ONE COPY) and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. The envelope containing offer/bid documents should be 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.	

Signature:

Name:

Seal:

(Annexure –IV)

ITEM SPECIFICATION FOR SLOTTED ANGLE RACK

Sl. no.	Item	Specification
1	Angles	As per IS: 5986 (ST:42) , the min thickness of the angle should be not less than 1.8 mm
2	Panels	As per IS: 513 D, the min thickness of the panel should be not less than 1.0 mm
3	Corner Plate	As per IS: 513 D, made of MS of thickness not less than 1.60 mm thickness
4	Fasteners (Nut & Bolts)	Fasteners like nuts, bolts, clips etc, shall be galvanized to protect against environment and corrosion.
6	Pre treatment	All components of the system should be finished after surface treatment & pre treatment
7	Final Finish	Epoxy Polyester powder coating with approved color (Gray)

Part-A

Annexure – I

Tender no.: BCPL/DIB/C&P/2013/C/53/DBK

Dated: 01/10/2013

Schedule of Rate (SOR): for Supply of Slotted Angle Racks for BCPL, Lepetkata, Dibrugarh

Sl. No.	Item Description	No. of Units	Unit Rate (Rs.)	Excise Duty	VAT@ %	Freight (Rs)	Total (Rs.)
A	B	C	D	E	F	G	H
1.	Slotted angle rack as per specification elaborated at Annexure -IV with 6 shelves of minimum 18 SWG thickness (6' x 36" x 15") adjustable and all side open (length:800 mm x width: 225 mm)	246	Do not quote here	Do not quote here	Do not quote here	Do not quote here	Do not quote here
	Total:						Do not quote here

Amount in Words:

N.B:-

- 1. VAT** if any, shall be indicated clearly in the SOR. In case the same is not mentioned, it shall be presumed as inclusive.
- 2.** The applicable VAT shall be deducted at source & necessary certificate shall be provided by BCPL. Alternatively, bidder may furnish necessary confirmation / certification from sales taxes authority about the payment of VAT against the supplied Lot.

Part-B:

Annexure -I

Tender no.: BCPL/DIB/C&P/2013/C/53/DBK

Dated: 01/10/13

Schedule of Rate (SOR): for Supply of Slotted Angle Racks BCPL, Lepetkata

Sl. No.	Item Description	No. of Units	Unit Rate (Rs.)	Excise duty	VAT@%	Freight (Rs)	Total (Rs.)
A	B	C	D	E	F	G	H
1.	Slotted angle racks as per Specification elaborated in Annexure –IV with 06 Shelves of min 18 SWG thickness and AISI, MS Steel (06' X36" X15") adjustable & all side open (length:800mm X width: 225 mm)	246					
	Total:						

Amount in Words:

N.B:-

- 1. VAT** if any, shall be indicated clearly in the SOR. In case the same is not mentioned, it shall be presumed as inclusive.
- 2.** The applicable VAT shall be deducted at source & necessary certificate shall be provided by BCPL. Alternatively, bidder may furnish necessary confirmation / certification from sales taxes authority about the payment of VAT against the supplied Lot.

Name of the bidder:

Signature:

Seal: