



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

PART – A REQUEST FOR QUOTATION (RFQ)

Ref.: BCPL/DIB/C&P/2013/C/083/MKB

DATE - 17/04/2014

SUB: - SUPPLY AND LAYING OF COPPER TELEPHONE CABLE AND ASSOCIATED WORKS IN BCPL TOWNSHIP, ASSAM.

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 along with requisite Earnest Money Deposit (EMD) for SUPPLY AND LAYING OF COPPER TELEPHONE CABLE AND ASSOCIATED WORKS IN BCPL TOWNSHIP, ASSAM., 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/C/083/MKB	Rs. 90,500/-	NIL	SUPPLY & LAYING	LEPETKATA-DIBRUGARH

DESCRIPTION OF WORK	SUPPLY AND LAYING OF COPPER TELEPHONE CABLE AND ASSOCIATED WORKS IN BCPL TOWNSHIP, ASSAM.
LAST DATE AND TIME FOR SUBMISSION OF TENDER	09/05/2014 at 14.30 hrs.
DATE AND TIME FOR OPENING OF BIDS	09/05/2014 at 15.00 hrs.
PRE-BID MEETING	25/04/2014 at 15.00 hrs.
TIME OF COMPLETION	Total completion period of the contract i.e. supply & works shall be 180 days from the date of issue of P.O.
Bid documents will be available on websites :	From 15.00hrs on 17/04/2014 on www.bcplonline.co.in and www.gailtenders.in & CPP portal
PLACE OF SUBMISSION OF TENDER & ADDRESS OF COMMUNICATION	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMIN BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM

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

EMD* : Rs. 90, 500/- (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 DOWNLOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD STATING THAT “THE CONTENTS OF THE TENDER DOCUMENT HAVE NOT BEEN MODIFIED OR ALTERED BY M/S (NAME OF THE BIDDER WITH COMPLETE ADDRESS). IN CASE, IT IS FOUND THAT THE TENDER DOCUMENT HAS BEEN MODIFIED / ALTERED BY THE BIDDER, THE BID SUBMITTED BY THE M/S (NAME OF THE BIDDER) SHALL BE LIABLE FOR REJECTION”.

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

PART-I: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

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

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

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

BIDDERS ELIGIBILITY/EVALUATION CRITERIA (BEC):

The Bidder must have experience of supply and laying of similar nature products to any department of State/ Central Government of India/ PSU or Private Organization out of which bidder must have executed one single order having minimum order value of Rs. 22.5 lacs in previous 07 (seven) years reckoned from the date of submission of tender. The bidder shall submit legible copy of purchase order along with proof of supply (performance OR completion certificate issued by client/ excise invoice or inspection report).

All documents furnished by the bidders in compliance of Bid Evaluation Criteria (BEC) shall necessary be duly attested by Gazetted Officer/ Notary Public with legible stamp.

Bidder has to quote for all the items as mentioned in the Schedule of Rate (SOR) for the bid to be evaluated.

If the above points do not comply in the bid documents, the offers won’t be considered for evaluation.

PRICE BASIS:

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

DELIVERY/COMPLETION SCHEDULE:

Total completion period of the contract i.e. supply & works shall be 180 days from the date of issue of P.O.

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 – LEPETKATA
DIBRUGARH- 786006, ASSAM

PARTY SHOULD CONFIRM THE EXACT DELIVERY DATE WELL IN ADVANCE BEFORE DELIVERY.

TERMS OF PAYMENT:

a) Payments shall be made as per given schedule:

A. Supply:

- 80% of payment against supply items will be released within 30 days after receipt and acceptance of material at site by BCPL on submission of Tax Invoice.
- 20% of payment against supply will be released within 30 days after successful completion of telephone network set up against Tax Invoice.

B. Works:

- 90% payment will be released after completion of total works as per scope of work and after issuance of completion certificate by the Owner .
- 10% payment will be released after defect liability period of one Year from the date completion of work.

All Supply invoices should be addressed to:

**Senior Officer, (Stores Section)
C&P, Central Warehouse
Brahmaputra cracker & Polymer Limited,
Lepetkata,
Dibrugarh,
Assam, Pin: 786006.**

All Service invoices should be addressed to:

Manager, (Telecom)

**Central Lab Building,
Brahmaputra cracker & Polymer Limited,
Lepetkata, Dibrugarh, Pin: 786006.**

PRICE REDUCTION SCHEDULE (PRS):

PRICE REDUCTION WILL BE APPLICABLE @ ½ % OF THE TOTAL ORDER/CONTRACT VALUE PER WEEK OF DELAY OR PART THEREOF IN SUPPLY/COMPLETION OF WORK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER/CONTRACT VALUE FOR ORDERS OF MATERIALS, WORKS, AND SERVICE CONTRACTS.

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 supplier.

FREIGHT & PACKING - FORWARDING CHARGE

Should be inclusive of the quoted rates.

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:

Bidder has to quote for all the items mentioned in the SOR for evaluation.

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

SECURITY DEPOSIT:

Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee.

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.

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
- 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.

ENCLOSURE:

PART - A

- a) ANNEXURE – I (SCOPE OF WORK AND TECHNICAL SPECIFICATIONS)
- b) ANNEXURE – II (SPECIAL CONDITIONS OF CONTRACT)
- c) ANNEXURE – III (CONSENT LETTER)
- d) ANNEXURE –IV (AGREED TERMS & CONDITIONS)
- e) ANNEXURE –V (PROFORMA FOR EMD AS BG)
- f) ANNEXURE – VI (PROFORMA FOR PERFORMANCE SECURITY)
- g) ANNEXURE –VII (ITB)
- h) ANNEXURE-VIII (PREAMBLE TO SCHEDULE OF RATES)
- i) ANNEXURE – IX (NON-QUOTE SOR)
- j) GENERAL CONDITIONS OF CONTRACT – GOODS : ATTACHED
- k) DRAWING: ATTACHED

PART -B

- I) ANNEXURE –X (SCHEDULE OF RATE- QUOTE PRICE)

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914635/36 email – mkbinjola@bcplindia.co.in/arajkhowa@bcplindia.co.in latest by 25.04.2014. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder.

THANKS & REGARDS,

(A Rajkhowa)

Sr. OFFICER(C&P)

FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED

0373-2914635/36

mkbinjola@bcplindia.co.in/arajkhowa@bcplindia.co.in

SCOPE OF WORK

INTRODUCTION:

BCPL Residential complex is under construction in Barbaruah and, to provide intercom telephone to each and every building, a copper telephone cable network is to be set up alongside the roads. The jobs is to be carried out on turnkey basis with supply, testing, laying, installation of telephone cables and all associated equipments as per given layouts and specification given in the tender documents

This portion of tender is for works related to supply, excavation, laying, testing of cables and a MATRIX EPABX system (main) with wired capacity 512 analog extensions, equipment earthing, trunk lines to be shifted in newly constructed Telecom room from BCPL BH-1 (Bachelor Hostel-1) building in Barbaruah.

SCOPE OF WORK:

In general, the works to be performed under this contract shall be comprised of:

- 1) Design, engineering, inspection & testing, supply, transportation to site, storage, installation, excavation, backfilling, laying, testing, shifting of the following items with all required accessories:
 - a) Shifting and installation of Matrix EPABX system and wired connectivity of 130 analog ports from BH-1 to new construction telecom room (Distance between BH-1 to new telecom room approximately 500 meters)
 - b) Required MDF/IDF and installation with associated wiring/cablings.
 - c) Supply of telephone cables as per BOQ.
 - d) Excavation & backfilling of Trench and laying and testing of telephone cables.
- 2) The bidder shall be responsible for providing all materials, cables and services specified otherwise, which are required to fulfill the intent of ensuring operability, maintainability, completeness and reliability of the total work. Item wise bill of quantity (BOQ) indicated in price schedule is based on which work shall be executed. Any other equipment, material, component, accessories, which are not specifically mentioned in price bid and technical specification but necessary for satisfactory installation and trouble free operational and maintenance of equipment/system adopting good engineering practice shall be in the scope. The offered cables & accessories should be new and latest technology suitable for local climatic condition.
- 3) Providing complete design, engineering data, detailed drawings, laying procedure, reference document etc. for BCPL for review/reference /record requisite set of hard copy/soft copy.
- 4) Excavation, laying, backfilling, installation, testing, integration of the complete system.
- 5) Execution of work shall be as per tender condition and technical specification.

- 6) Ensuring interconnection/integration among various equipment/system earthing of equipment and safety aspects as per the requirement.
- 7) Effective co-ordination with other agency to carry out the work smoothly.
- 8) Proper handing over of the installation in satisfactory working condition along with required As-built drawings, documents, reports.
- 9) Any work like chipping/braking of existing structure like walls, floors, fabrication etc. with proper approval of EIC.
- 10) All the stores, which include cable drums, are to be lifted and carried over the site of work by the contractor free of cost from C&P stores where available. Loading and unloading of the cables of 100/50 pairs and above must be done by contractor with crane.
- 11) The bidder will be responsible for any damage related to water supply , sewerage, electric cables or any other installation during digging of trenches, laying and recovering of cables and will have to make good for any loss done to these underground installation.
- 12) The cable is to be laid as soon as the trench is dug and should not be left open till the whole length is dug up.
- 13) Caution board and barriers/barricading will be used as per Telecom standard to avoid accident.
- 14) Contractor has to deliver the materials at BCPL store at Lepetkata. Thereby, Contractor has to store the installation materials i.e. cable, IDF, MDF, Hume pipe, Route Marker's etc. at a space provided by BCPL either at BCPL store at Lepetkata or inside BCPL Township at Barbaruah. Custody of the materials will be under the contractor and the Contractor has to maintain his own lock and key facilities. If required contractor has to Construct temporary shelter on his own for the storage of materials.
- 15) All forms of required Transportation of materials from the supplier source to temporary storage location and from storage location to actual site of installation shall be under contractor scope. Multiple transportations of cables from storage location to the site of deployment might arise as the material cannot be left unattended at Township without installation.
- 16) Prior permission should be taken by contractor from BCPL authority to enter the material and manpower to execute the works inside BCPL premises.
- 17) Depth of cable trench should be 1 meter and width of 30 cm (100X30 cm). The cable should be laid in such manner that there is 5 cm soft soil cushion available under and around cable after laying of cable the trench should be backfilled with soft soil. The depth may vary in places where underground pipes and electric cables, may come in the way of cable trenching. Variation in standard depth of trenches (1 meter) is permissible only with

the prior approval of the site in charge. Ramming and consolidation of trench will be done after back filling of cable trenches, for a depth of 1 meter width of 30 cm.

- 18) Copper Telephone cables of various capacities should be laid along the excavated trench as per the cable route decided by **Engineer-In-Charge**. Cables should be laid carefully above the sand bed inside the trench and after laying, same shall be backfilled by a layer of sand before cover filling by soft. All Road crossing, Nallah crossing and other utility cable crossing locations are to be protected by Hume pipe of specified dimension. Special care should be given while crossing the telephone cable the high voltage electric cable and PCC work/GI pipe need to be provided wherever required.
- 19) While laying of telephone cable near the constructed building, proper duct/pre identified route should be followed to take the cable inside the building. No other utility cables/assets should be damaged during laying of telephone cables, if such situation arises then contractor has to repair/replace the damage cables/assets, wherever applicable, at his own risk and cost up to the satisfaction of the **Engineer-In-Charge**:
- 20) Telephone cables are to be joined with proper joint kits, wherever applicable, to make continuation of the cable till destination points. In no case, partial continuity of telephone cable will be accepted during execution of the work.
- 21) IDF & MDF as per required quantity should be installed in such locations that length of telephone cable becomes minimize to connect all buildings in BCPL Township. IDF's should be installed alongside the road which should be easily accessible with an approach road without affecting the esthetic look of the township. Proper RCC works to be done on the ground for the support leg of the IDF, and height should be 1.2 meter from ground label.
- 22) MDF's are to be installed inside the Telephone exchange room with properly nut and bolted on the wall at the height of 1.2 meter from ground label. All incoming and outgoing telephone cables are to be neatly routed and properly tied inside telephone exchange room. All crone type MDF's should have the mountings of circuit protector with specific krone tools.
- 23) Cable termination/interconnection/kroning in MDF/IDF and cable jointing with accessories in bidder's scope.
- 24) Cable marking/ferruling/tagging and proper routing and dressing in bidder's scope.
- 25) Bidder has to terminate telephone cables in all IDF's, MDF's and TJB's (wherever applicable) of respective building. Cable identification tag/ferrule should be used in all termination points for proper identification of IN & OUT cable. All tools and equipments required for execution of the works should be provided by the contractor. Accessories like Flexible conduits, PVC casing capings etc for routing of cables inside buildings may be required to supply and install at site by the contractor at his own cost.

26) Route markers for telephone cables should be installed every 50 Mtrs along the telephone cable route. PCC Concrete foundation should be constructed to fix the route markers. Colors of the route markers and information displayed on the face of markers will be decided by BCPL.- as per attached drawing.

27) A Matrix EPABX (ME 16S) having capacity of 512 extension with UPS & Battery bank and 100 Pair MDF is required to be shifted from BCPL Bachelor Hostel-1 to newly constructed Telecom Building. At present the MATRIX EPABX is installed temporary basis and this need to be installed in designated place inside Telecom building. The equipment earthing of the shifting PABX system carried out by bidder. Required material and accessories for installation of the equipment and interconnection between equipment and earthing pit in bidder's scope. The entire shifting, earthing and re-installation activity at the designated place inside Telecom building will be done by the contractor as per direction of engineer-In-Charge.

All associated works which is not specifically mentioned elsewhere in the scope of Works but essential to complete the set up of telephone cable network in BCPL Township, has to be undertaken by the contractor without additional cost implication to BCPL

TECHNICAL SPECIFICATIONS

1. Telephone cables :

Copper Jelly filled armored telephone cable with polyethylene insulated having copper conductor 0.6 or 0.5 sq mm suitable for laying direct burial underground. This telephone cable should be manufactured by reputed agencies i.e. Delton/National Cable/KCL/UM cables/Uniflex/ Finolex. The required capacity of cables will be 100Pair, 50 Pair, 20 Pair, 10 Pair & 5 Pair and supplied quantity should be as per BOQ. Contractor should provide the test and quality certificate for the cables and this should comply with TEC/BT/BS specifications.

2. Hume Pipe :

RCC Hume pipe of inner diameter size 6 inch to install at the crossing of roads should be suitably reinforced to protect the telephone cable from the movement of heavy weight vehicles and objects.

3. Intermediate Distribution Frame (IDF) :

The IDF required is meant for telephone cable termination in outdoor locations alongside the roads having weather proof protection with inbuilt canopy. The IDF should be mounted with Krone type DDF suitable for copper telephone cable of size of conductor 0.6 or 0.5 sq mm. Minimum 06 no's of entry and exit hole should be provisioned at bottom of the IDF where copper cables will be inserted with proper glanding. All DDF blocks should be supplied with surge protector. Size of 06 nos. of holes and Glands will be decided at site during installation.

Glands shall be of single compression stainless steel type. The IDF shall be fabricated with stainless steel plate with four supports on the concrete base.

IDF should be weather proof type made out of 2.03mm (14 gauge) sheet steel, with one anti rust coat of primer with two finished coats of epoxy with hinged lockable doors and plugs to block unused cable entry holes.

4. Main Distribution Frame (MDF) :

MDF is required for termination of all field cables in the EPABX room and this MDF will act as an interface between EPABX and field IDF's. MDF should be mounting with Krone type DDF and all DDF blocks should be supplied with surge protector. The size of the DDF should be suitable for punching copper telephone cable having 0.6 or 0.5 sq. mm conductor size. Minimum 08 no's of entry and exit hole suitable (02 nos each) for 100 Pairs /50 Pairs/20 Pairs/10 Pairs copper telephone cable, should be provision from bottom of the MDF and appropriate size of glands should be supplied along with the MDF. MDF should have the provision for lock and key externally. One Specific type of krone tools for punching of telephone cables should be supplied with each MDF.

MDF should be weather proof type Telephone Main Distribution Frame (MDF) made out of 2.03mm (14 gauge) sheet steel, with one anti rust coat of primer with two finished coats of epoxy paint with hinged lockable doors.

5. Route Marker :

Route marker for telephone cable should be made of GI plate with properly painted and marking of telephone cable details. Route marker for telephone cable should be made of iron plate of 15 cm dia and min 0.5 mm thick fixed on a metal rod of height of 30 cm above ground. The set up should be painted with 1 antirust coat of primer and 1 coat of epoxy paint (preferably red or orange) for finishing. Writings for Marking of telephone cable details shall be done with white un-washable paint and shall be done at site as per instructions of Engineer-In-Charge of BCPL at site. The rod shall be well supported with concrete base.

6. Accessories:

Required accessories such as Joint closure/jointing kits, if required it should be weather proof for direct burial type capable of jointing various size of telephone cable 100/50/20/10/5 pair. Although Joint closure is not a part of BOQ item, contractor has to supply specific type of jointing closure wherever applicable.

Special Conditions of Contract (SCC)

- a) Quality and other statutory certificates, if any, against all supplied material have to be provided by Contractor at the time of material inspection by BCPL.
- b) Testing of supplied material have to be carried out to the satisfaction of Engineer-In-Charge at BCPL site.
- c) All correspondences regarding dispatch of materials should be done to following address:

**To,
The Senior Officer (Stores Section),
C&P, Central Warehouse Building,
Brahmaputra Cracker and Polymer Limited.
Lepetkata, Dibrugarh
Assam. Pin-786006**

- d) Total completion period of the contract i.e. supply & works shall be 180 days from the date of issue of P.O.
- e) If the contractor fails to complete the work within stipulated period the BCPL will have the right to get the job done through other agencies at the risk and cost of the main contractor.
- f) In case of any damage of BCPL property/assets during the execution of works than BCPL will have all right to get it repair or replace the damaged property at the risk cost of the contractor.
- g) All expenditure i.e. boarding, fooding & travelling of contractor worker's, transportation of materials, towards execution of works shall be borne by the contractor.
- h) The scope of works may vary as per the requirement of BCPL management with respect to the given scope of work and contractor has to agree to execute the same without any additional implication. However, decision of **Engineer-In-Charge** in this regards shall be final.
- i) Payments shall be made as per given schedule:

A. Supply:

- 80% of payment against supply items will be released within 30 days after receipt and acceptance of material at site by BCPL on submission of Tax Invoice.
- 20% of payment against supply will be released within 30 days after successful completion of telephone network set up against Tax Invoice.

B. Works:

- 90% payment will be released after completion of total works as per scope of work.
- 10% payment will be released after defect liability period of one Year from the date completion of work.

All Supply invoices should be addressed to:

**Senior Officer, (Stores Section)
C&P, Central Warehouse
Brahmaputra cracker & Polymer Limited,
Lepetkata,
Dibrugarh,
Assam,
Pin: 786006.**

All Service invoices should be addressed to:

**Manager, (Telecom)
Central Lab Building,
Brahmaputra cracker & Polymer Limited,
Lepetkata,
Dibrugarh,
Pin: 786006.**

BCPL has reserve the right to postpone, alter, terminate the contract at any point of time during the contract period with sole discretion and contractor will not have any claim on this.

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Telefax Number : _____
 (iv) Contact Person : _____
 (v) E-mail Address : _____

- B) Details of Contact person:

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Fax Number : _____
 (iv) Contact Parson : _____
 (v) E-mail Address : _____

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

Reasons for non-submission of bid:

Agency's Name : _____
 Signature : _____
 Name : _____
 Designation : _____
 Date : _____
 Seal/Stamp : _____

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.	DETAIL OF EMD	Rs. 90, 500/-	DD No..... dated..... For Rs..... Drawn on..... payable at, SBI Dibrugarh Bank Guarantee No.....dated..... For Rs..... Issued by..... Valid till.....
3.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	AS PER PAGE NO.-2	
4.	Bidder has quoted for all the items mentioned in the SOR.		
5.	BIDDERS ELIGIBILITY CRITERIA (FOR SOR-1) The Bidder must have experience of supply and laying of similar nature products to any department of State/ Central Government of India/ PSU or Private Organization out of which bidder must have executed one single order having minimum order value of Rs. 22.5 lacs in previous 07 (seven) years reckoned from the date of submission of tender. The bidder shall submit legible copy of purchase order along with proof of supply (performance OR completion certificate issued by client/ excise invoice or inspection report). Documents submitted as required above in support of meeting BEC must be attested by Gazetted Officer / Notarized by Notary Public.		
7.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
8.	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	90 DAYS	
9.	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.		
10.	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.	
11.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
12.	POINT OF DISPATCH		
13.	COMPLETION SCHEDULE	180 days from the date of Purchase Order.	
14.	TRANSIT INSURANCE	BIDDER SCOPE	
15.	PRICE REDUCTION SCHEDULE: AS PER RFQ		
16.	PAYMENT TERMS	AS PER RFQ	
17.	PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT	Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee.	
18.	ARBITRATION/JURISDICTION OF COURT	GUWAHATI	
19.	FORCE MAJEURE	AS MENTIONED IN PAGE NO. 4 & 5.	
20.	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@.....% / NIL
21.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO
22.	VAT (for bidders of ASSAM) (in%) (if applicable)		@.....% / NIL
23.	CST (for bidders out of ASSAM) (With form C) (If applicable)		@.....% / NIL
	CST (for bidders out of ASSAM) (Without form C) (If applicable)		@.....% / NIL
24.	ECC NO./EXCISE REGN. NO.	AADCB2356EEM001	(Bidder's)
	CST NO./ST-TIN NO.	18049926313	(Bidder's)
25.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012		Yes (Certificate Attached)/No
26.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE		YES / NO

27.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.		
28.	The Payment against cenvetable portion shall be made at actual against the maximum given at 27.1 above Confirm acceptance. Material supplied will be eligible for CENVET credit and vendor shall furnish all documents as required to avail the same.		
29.	Cenvetable portion of Excise duty shall be released on receipt of cenvetable document. Confirm acceptance		
30.	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 & 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 –X). 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.		YES / NO
31.	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:

ANNEXURE - V

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.-----

Bank Guarantee No.-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----2014 ----- at -----

WITNESS :

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No.

Date : _____

ANNEXURE - VI

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

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To,

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam.INDIA

Dear Sirs,

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

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

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

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

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

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO _____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be

desired by the SELLER on whose behalf this Guarantee has been given.

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

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

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

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

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

(SIGNATURE)
NAME
BANK RUBBER STAMP

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

Date:

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 evident in support of meeting BEC.

5.0 COST OF BIDDING:

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

conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

6.0 CONTENT OF BIDDING DOCUMENTS:

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

7.0 CLARIFICATION OF BIDDING DOCUMENTS:

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

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

8.0 AMENDMENT OF BIDDING DOCUMENTS:

- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda/corrigenda.
- 8.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9.0 LANGUAGE OF BID:

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

10.0 DOCUMENTS COMPRISING THE BIDS:

Please read "Rejection criteria" and all other document of tender before submitting bid.

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

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

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

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

PART-II: PRICE BID [PRICE SCHEDULE]

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

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

11.0 BID FORM & PRICE SCHEDULE:

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

12.0 BID PRICES:

- 12.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.2 Bidders shall indicate the following separately (as per Price Schedule)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods)
 - B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.
 - C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL’s account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

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

12.3 Fixed Price:

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

responsive and rejected.

13.0 BID CURRENCIES:

13.1 Domestic bidders may submit bid in Indian Rupees.

14.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per RFQ)

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

14.2 Bidders Eligibility Criteria

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

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

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

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

In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor. Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

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

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:

- a) Detailed description of the essential technical and performance characteristics of the goods;
- b) A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or

catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16.0 PERIOD OF VALIDITY OF BIDS:

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

17.0 EMD / BID SECURITY:

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

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

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

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-40 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-41.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Purchase Order in accordance with ITB Clause-40 or

ii) to furnish Performance Guarantee in accordance with ITB Clause-41

iii) to accept correction of errors pursuant to ITB Clause-30

c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.

17.8 Bid Security should be in favor of Brahmaputra Cracker & Polymer Ltd and addressed to BCPL. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

17.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.

☐ Public Sector Undertakings.

☐ Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

☐ Small scale Industries units registered with the NSIC, under its single point registration scheme.

18.0 PRE-BID MEETING:

18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Central Ware House, Lepatkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.

18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.

18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.

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

19.0 FORMAT AND SIGNING OF BID

19.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

19.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialized by the person or persons signing the bid.

20.0 ZERO DEVIATION:

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

21.0 AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE

Not applicable

D. SUBMISSION OF BIDS

22.0 SEALING AND MARKING: Please refer IFB.

23.0 DEADLINE FOR SUBMISSION OF BID:

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

24.0 LATE BIDS:

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

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

27.0 PROCESS TO BE CONFIDENTIAL:

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

27.1.2 CONTACTING THE PURCHASER

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

27.1.3 PRELIMINARY EXAMINATION OF BIDS:

Techno-Commercial Bid Evaluation:

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

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

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

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

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

28.0 REJECTION CRITERIA:

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

- i) Non- Compliance of BEC
- ii) Non-submission of EMD
- iii) Bid Validity lesser than specified period in tender
- iv) Non-acceptance of delivery period
- v) Deviation in payment terms for the specified terms as mentioned in tender
- 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
- ix) 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 SOR :

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

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

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

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

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

32.0 PURCHASE PREFERENCE:

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

33.0 PUBLIC PROCUREMENT POLICY 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.
- i) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- ii) 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 Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.
- 36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties + service tax and education cess thereon.

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 **GCC-GOODS** in the form provided in the bidding documents.

41.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

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

41.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

41.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Purchase Conditions.

41.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of these bids. IF the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture

of Earnest Money Deposit.

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

43.0 INCOME TAX LIABILITY:

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

44.0 CORRUPT OR FRAUDULENT PRACTICES:

44.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

a) Defines, for the purposes of this provision, the terms set forth below as follows :

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

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

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

45.0 REPEAT ORDER

PURCHASER reserves the right, within 6 months of order to place repeat order 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 & General Purchase conditions, 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
- 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.

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Service tax & education cess (if any) shall paid extra at actual as per prevalent govt rules subject to the provisions of Service tax clause mentioned at clause number 3 of RFQ and evaluation of bid would be made accordingly.
- 5 Quantities shown in the SOR is tentative which may increase or decrease.
- 6 Bidders are advised not to mention rebate/discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only. In the un-priced bid, bidder must mention as "QUOTED" in the SOR.
- 7 In case, it is observed that any of the bidder(s) has/have mentioned discount/rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for award of work and the same will be conclusive and binding on the bidder.
- 8 Contractor shall indicate total cenvatable service tax amount payable under the contract. However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by te contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.
- 9 The bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per nature of job before quoting and any difference payable on account of wrong Service rate shall be on the scope of the bidder.
- 10 In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. "NIL", "Inclusive", "Kept as Blank" ,extra at actual etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i e presently @ 12.36 %) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.
- 11 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement (i. e. presently @ 12.36 %), at the time of bid opening instead of lower rate of service tax as quoted by the bidder, which will be

12. 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.
13. 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.
14. 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.
15. The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

