



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
[A Government of India Enterprises]

**BID DOCUMENT No.: BCPL/DIB/C&P/2014/S/345/R/AS**

**Date: 7<sup>th</sup> May '2015**

**To,**

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**BID DOCUMENT FOR PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR BCPL, LEPETKATA**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

*Prepared & Issued By*  
**OFFICE OF THE DY. GENERAL MANAGER (C&P)**  
*M/s. Brahma Putra Cracker & Polymer Ltd.*  
*"Administrative Building", Lepetkata,*  
*BCPL-Project Site, P.O. Lepetkata*  
*Dibrugarh, PIN – 786006 (Assam)*

**Contact Person-Avanti Sharma**

**Ph No-0373-2914609/36**

**[Email-avanti@bcplindia.co.in](mailto:email-avanti@bcplindia.co.in)**

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**Regd. Office:** Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)  
**Project Site Office:** Administrative Building, BCPL-Project Site, A.T Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)  
**Project Execution office:** 3<sup>rd</sup>Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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## SECTION IA

### REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system for Procurement of Bullet Proof Jackets and Bullet Proof Helmets for BCPL, Lepetkata as detailed below in complete accordance with enclosed tender document:

#### **1. SALIENT FEATURES OF BID DOCUMENT**

|        |                                                               |                                                                                                                                                                                                                                        |
|--------|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1  | Type of Enquiry, Mode of bid submission                       | Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.                                                                                                                                        |
| 1.2.2  | Bid Document No.:                                             | BCPL/DIB/C&P/2014/S/345/R/AS                                                                                                                                                                                                           |
| 1.2.3  | Bid documents available on Website                            | From 11.00hrs on 07/05/2015 on <a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a> and <a href="http://www.gaintenders.in">www.gaintenders.in</a> ; <a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a> |
| 1.2.3  | Delivery schedule                                             | 45 days from date of Purchase Order                                                                                                                                                                                                    |
| 1.2.4  | Pre-Bid Meeting                                               | 18/05/2015 on 15.00 hrs (IST)                                                                                                                                                                                                          |
| 1.2.5  | Last date and time for Submission of bid                      | 29/05/2015 up to 14.30 hrs (IST)                                                                                                                                                                                                       |
| 1.2.6  | Date and time for opening of un-priced bid at BCPL, Lepetkata | 29/05/2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.                                                                                                |
| 1.2.7  | Place of submission of bid                                    | BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                                     |
| 1.2.8  | Earnest Money Deposit / Bid Security (Refundable)             | Rs 85,000                                                                                                                                                                                                                              |
| 1.2.9  | Venue for Opening of Un-priced bids                           | BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                                     |
| 1.2.10 | Contact Person                                                | Avanti Sharma, Sr. Officer (C&P)<br>E-mail: <a href="mailto:avanti@bcplindia.co.in">avanti@bcplindia.co.in</a><br>Ph. No. +91-373-2914636/09                                                                                           |

The bid will be submitted in 02 (two) parts as follows:

#### **PART -I: Un-Priced Bids (Techno-Commercial Bids)**

The un-priced bid must be complete with all technical and commercial details other than rate. 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.**

**EMD must be submitted along with un-priced part. Failure to submit EMD along with PART-I will lead to non-evaluation of offer.**

**Part -II: Priced Bid:** It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

**If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.**

**Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.**

## **2. BIDDER'S ELIGIBILITY CRITERIA:**

**2.1.1** The bidder should have experience of supply of Bullet proof Jackets and bullet proof helmets against a single order value of 22 lakhs in any one of the preceding 7 years period to be reckoned from the due date of submission of bid. The bidder must submit copy of complete purchase order along with proof of execution (i.e. copy of Inspection certificate/execution certificate issued from client /final bill payment certificate/copy of invoice along with copy of LR or payment certificate against the invoice or any other document establishing proof of supply) clearly mentioning PO reference no. on the same, towards proof of meeting the BEC.

**2.1.2** The bidder should be a reputed manufacturer / OEM /Industrial distributor/dealer of quoted items .Bidder shall submit proof of manufacturing (i.e. copy of company registration/ISO certificate/NSIC/SSI certificate) in case of manufacturer.

**2.1.3** Bidders other than manufacturers must submit valid documentary proof/certificate issued by the manufacturer which is to be furnished along with the offer stating that the OEM/Manufacturer assumes full responsibility and provides the guarantee for their involvement with the bidder in all aspects of design/engineering, manufacturing/supply, warranty and guarantee for the bullet proof jackets and helmets to be supplied under this tender. The name and designation of the authorized person's needs to be mentioned in the declaration

**2.1.4** All documents pertaining to BEC must be attested by Gazetted officer/Notary Public.

## **3) TECHNICAL SPECIFICATION**

Refer Annexure-A

## **4) EARNEST MONEY DEPOSIT / BID SECURITY:**

Rs 85, 000/-. For details refer instruction to bidders-SECTION II of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.  
The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee 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 the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks 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 a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/ opened.
- 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.

#### **5) 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.

#### **6) 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.(Not Applicable)
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.

#### **7) SERVICE TAX: - Not Applicable**

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

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.

- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

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

#### 10. PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

#### 11) PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

#### 12) DELIVERY/COMPLETION SCHEDULE:

45 days from date of PO. Date of despatch will be treated as date of delivery.

#### 13) VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should **not be less than 90 days** from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

#### 14) VAT / CST No :

Bidder must have valid sales tax registration no. and same should be indicated in the quotation. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

#### 15) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- **Tender Fee:** Not Applicable
- Bid document is non -transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.

- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

**16) SECURITY DEPOSIT:** Within 30 days of the issuance of Fax/Letter of Intent or Purchase order (whichever is earlier), the supplier shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The bank guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

40.2 The performance guarantee shall be for an amount equal to 10% of order value (excluding taxes & duties) against the rate contract towards faithful performance of the contractual obligations and performance of equipment/material. This Bank Guarantee/Letter of Credit 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/ Letter of Credits from banks other than the Nationalized 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/Letter of Credit shall be valid for a period of 3 months beyond expiry of AMC Period.

**17) GUARANTEE/WARRANTY:** The complete BP jacket clothing material (outer carrier along with trauma padding) shall be guaranteed for a period of two (02) years from date of supply against all manufacturing defects.

**18) INSURANCE:** Transit Insurance shall be arranged and paid by BCPL. **Vendor is required to quote prices excluding transit insurance.**

**19) Entry Tax:** Entry tax will be paid by BCPL

**20) Fall Clause:** Not Applicable.

**21) DESPATCH INSTRUCTION:** As per SCC

**22) TERMS OF PAYMENT:**

100% payments shall be made within 30 days after receipt and acceptance of materials at our site.

**23) PRICE REDUCTION SCHEDULE (PRS):** As per Clause 26 of GCC (Goods)

**24) 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.

**25) 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.

**26) OPENING OF PRICED BIDS:**

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

**27) AWARD CRITERIA:**

The OWNER will award the contract to the successful bidder whose bid has been determined to be the overall lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract. Bidder is required to quote the composite prices for bullet proof jackets and helmets as per SOR. Failure to furnish combined prices for items will lead to rejection of offer. No clarification in this regard will be sought after receipt of offers.

**28) 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.

**29) 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.

**30) 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.

**31) FORCE MAJEURE: As per Clause 29 of GCC(Goods)**

**32) REJECTION CRITERIA:** The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) Scope of work
- iii) Technical Specifications
- iv) Price Schedule
- v) Delivery / Completion Schedule
- vi) Period of Validity of bid
- vii) Price Reduction Schedule
- viii) Performance Bank Guarantee / Security Deposit
- ix) Guarantee/Warranty Clause
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**LOADING CRITERIA-**

Payment terms:

- i) As per tender-Nil

- ii) In case payment terms is up to 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site- 2%.
- iii) 100% payment through bank against dispatch documents (after deduction of applicable PRS)-10%
- iv) Any other terms-rejection

**33) REPEAT ORDER CLAUSE- AS Per Clause 41 of GCC(Goods)**

**34) ORDER OF PRECEDENCE:**

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

- i) RFQ Covering Letter
- ii) Special Conditions Of Contract
- iii) Instruction to bidders
- iv) General conditions of contracts (Goods)

**35) *Copy Certificates from CFSL and TBRL and BIS must be duly attested by Gazetted officer/Notarized. This is a mandatory requirement for technical qualification***

**36) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 "Acknowledgement Cum Consent Letter" attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.****

*Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation/ conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations/ clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents/ confirmations strictly as per the check list enclosed in the tender document.*

**Consignee Address:**

Contracts and Procurement Department  
Administrative Building  
Brahmaputra Cracker and Polymer Limited,  
PO: Lepetkata,  
District - Dibrugarh, Assam, India PIN - 786006  
Tel-0373-2914636/609  
If you require any further information, feel free to contact me.

Yours faithfully,  
**For Brahmaputra Cracker and Polymer Limited,  
(A Government of India Enterprise)**

Avanti Sharma  
Sr. Officer (Contracts & Procurement)  
E-Mail: avanti@bcplindia.co.in  
Ph no: 0373-2914609/635

**SECTION IB**

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/2014/S/345/R/AS**

**Item: PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS  
FOR BCPL, LEPETKATA**

**Due Date & Time**

**of bid submission:** Up-to 14.30 hrs (IST) on 29/05/2015

**Date and time**

**for opening of bids:** 15.00 hrs (IST) on 29/05/2015

**From:**

**to:**

|  |                                                                                                                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINISTRATIVE BUILDING C&P<br>DEPARTMENT BCPL-PROJECT SITE,<br>P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914636/609 |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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**to:**

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**to:**

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|  | M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINISTRATIVE BUILDING C&P<br>DEPARTMENT BCPL-PROJECT SITE,<br>P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914636/609 |
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(To be pasted on the outer envelope containing envelope Part-II)

## INSTRUCTIONS TO BIDDERS (ITB)

## SECTION II

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- A. Introduction
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- E. Bid Opening and Evaluation
- F. Award of Contract

Tender Document No : BCPL/DIB/C&P/2014/S/345/R/AS  
PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR  
Tender Subject : BCPL, LEPETKATA

## **INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

#### **1.0 Scope of Bid:**

- 1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Schedule of Rates and Technical specification.
- 1.2 The successful bidder will be expected to complete the Scope of supply 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 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Request for Quotation.
- 2.3 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.4 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of RFQ, 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.
- 2.6 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 **Clause 2 of RFQ**. The bids of only those bidders shall be considered for further evaluation and award, which meet BEC in totality and have submitted sufficient 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

|             |                                |
|-------------|--------------------------------|
| Section I.  | Request for Quotation (RFQ)    |
| Section IB  | Cut-Out Slip                   |
| Section II  | Instruction to Bidder (ITB)    |
| Section III | Special Conditions of Contract |
| Section IV  | Forms and Formats              |
| Section V   | Technical Specification        |
| Section VI  | Schedule of Rates              |
| Section VII | General Conditions of Contract |

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for Quotation (RFQ) 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 Request for Quotation. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than date of **Pre-Bid meeting/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 or 10 days before bid closing date. 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 post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.

8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a

reasonable time to furnish their most competitive bid taking into account the amendments issued.

## **C. PREPARATION OF BIDS**

### **9.0 Language of Bid:**

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

### **10.0 Documents Comprising the Bids:**

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

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

**PART-I: UN-PRICED (TECHNO-COMMERCIAL BID):** The "Un-

Priced Bid" must be complete with the following:

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Documents against BEC
- (C) 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
- (D) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
- (E) All other Forms & Format of Section IV (including F1, F2, F3, F4, F5, F6, F-7, F-9,.) duly filled
- (F) Complete Tender Document duly signed
- (G) All technical and commercial details other than the rate/price, bidder willing to submit
- (H) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.

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

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the "Price Schedule" format Section- VI of tender duly signed

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.

**Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule 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 "Price Schedule" and indicate the discounted unit rate(s) only.**

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 placement of order and the same will be conclusive and binding on the bidder.

### **11.0 Bid Form & Price Schedule:**

11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section VI of 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, Annexure-VI)

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.

D) **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. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.2 (A) shall also be to BCPL's account. In case of delay in delivery, any increase in the rate of customs duty 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 Purchaser.*

12.3 **Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12.4 The delivery terms shall be interpreted as per INCOTERMS 2010.

#### **13.0 Bid Currencies:**

13.1 Domestic bidders may submit bid in INR. (Rupees)

#### **14.0 Documents Establishing Bidder's Eligibility and Qualification:**

##### **14.1 Bid Evaluation Criteria (As per Clause 2 of RFQ)**

14.1.1 Pursuant to evaluation Criteria specified in Request for Quotation (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 documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or

producer to supply the goods in the Purchaser's country;

14.2.3 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 **Three (3) months** 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: As per RFQ**

#### **18.0 Pre-Bid meeting:**

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

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 (**exactly in Format F3**) 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 Contract (GCC- Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that BCPL may not seek any technical and commercial clarifications after the receipt of the bids. **Bids with any deviation to the bid conditions shall be liable for rejection.**

### **D. SUBMISSION OF BIDS**

**21.0 Sealing and Marking:** Please refer RFQ.

#### **22.0 Deadline for Submission of Bid:**

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

#### **23.0 Late Bids:**

23.1 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 offer whether sent directly or submitted by local agent in India

#### **24.0 Modification and Withdrawal of Bids:**

24.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

24.2 No bid can be modified after the deadline for submission of bids.

### **E. OPENING AND EVALUATION OF BIDS**

**25.0 Bid Opening:** The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 24 of ITB), at date, time as stipulated in RFQ.

25.1 Modification and Withdrawal of Bids:

25.2 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

25.3 No bid can be modified after the deadline for submission 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 24 of ITB), at date, time as stipulated in RFQ.

### **27.1 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".

### **27.2 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.

## **28 Preliminary Examinations of Bids:**

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

28.1 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.

28.2 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.

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

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

(a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

(c) Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 29. Bids not conforming to Bid Evaluation Criteria of RFQ and technical specifications/requirements shall be rejected.

## **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

The bids will be checked for any arithmetic errors as follows.

- (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 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.
- (v) 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 (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (4+6+7+8+9)-Column 10)] OR the Total unit rate quoted under column 11 of Section V (Part-B) of tender, 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".
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

**If the bidder does not accept the correction of errors, its bid will be rejected.**

### 31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each item (Item wise evaluation):

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

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

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

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

**NOTE: Price has to be quoted strictly in the price schedule format only with all desired break-up i.e. Ex-works, taxes, duties, freight etc for Indian Bidder.**

**The bid will be rejected in case written as actuals or to pay extra**

### 32.0 Purchase Preference:

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

### 33.0 Public Procurement Policy from (MSEs):

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

- i) Issue of Tender Documents (in case of Open Tenders) to MSEs free of cost. ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L-1 +15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L-1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the

items as above.

v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a) **Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium 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, technical and production Capabilities. It will be based upon an examination of the documentary evidence of the bidder's

qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

### **36.0 Award Criteria:**

36.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **37.0 PURCHASER's Right to Vary Quantities at Time of Award:**

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 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-43, 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 in accordance with provisions of **General Conditions of Contract (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 Nationalized 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 Conditions of Contract (GCC-Goods).

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 Income Tax Liability:**

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

#### **43.0 Corrupt or Fraudulent Practices:**

43.1 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:

i) "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

ii) "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;

b) 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;

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

#### **44. ERRANT BIDDER:**

In case after price bid opening the lowest evaluated bidder (L1) is not allowed the job for any mistake committed by him in 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 same job(s)/items(s)."

## PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR BCPL, LEPETKATA

### ANNEXURE-A

### TECHNICAL SPECIFICATIONS

#### TECHNICAL FEATURES:

Codes & Standards: The Bullet Proof Jackets and Bullet Proof Helmets shall generally confirm to all applicable latest edition/revision of Indian/International Standard(s)

#### Technical Parameters:

##### Bullet Proof Jackets minimum specification

|                               |                                                                                                                                                                                                                     |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Immunity                      | NIJ Standard level III +( Should be immune to INSAS, AK & SLR ammunition)                                                                                                                                           |
| Total Weight                  | Less than 6.31KG (Including clothing, trauma pads, carrier etc)                                                                                                                                                     |
| Certificate                   | Should be approved/ certified by Central Forensic Science laboratory (CFSL) or Terminal ballistics Research Laboratory (TBRL). Certificates from CFSL and TBRL must be duly attested by Gazetted officer/Notarised. |
| Size of One Hard Armour Panel | 305mm X 254mm                                                                                                                                                                                                       |

##### Bullet Proof Helmets:

|                   |                                                                                                                                                                                                                    |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Immunity          | NIJ Standard level III A( Should be immune to 9 mm ammunition)                                                                                                                                                     |
| Total Weight      | Less than 1.5KG (Including pads, strips etc)                                                                                                                                                                       |
| Suspension System | Harness with cushion for increased trauma protection, snap fit and quick release chin cup/ strap.                                                                                                                  |
| Colour            | Olive Green                                                                                                                                                                                                        |
| Certificate       | Should be approved/ certified by Central Forensic Science laboratory(CFSL) or Terminal ballistics Research Laboratory(TBRL)<br>Certificates from CFSL and TBRL must be duly attested by Gazetted officer/Notarised |

#### CLOTHING& ACCESSORIES SPECIFICATIONS:

|                   |                                                                                                                   |
|-------------------|-------------------------------------------------------------------------------------------------------------------|
| Clothing Material | The outer carrier should be of high tenacity, heavy duty and abrasion resistant.                                  |
|                   | The fabric shall be treated for protection against water, fire (fire retardant) and UV rays' exposure.            |
|                   | The fabric must be suitable to wear in the Indian conditions of heat, rain and humidity.                          |
|                   | The inner side (body side shall also be of a similar fabric and shall be treated for moisture & water repellency. |
| Colour            | CAMOUFLAGE                                                                                                        |

|                                                                                                                                     |                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Velcro fastener                                                                                                                     | All the clothing flaps of the jacket should have high quality Velcro fasteners, so that it can be worn and taken off easily/quickly.                                                                     |
| Vest fit                                                                                                                            | The overall length of the BP jacket shall be such that there is no “ride up” while sitting. The overlapping degree of front and rear panels shall be such as to provide for maximum freedom of movement. |
| POCKET WITH FLAPS                                                                                                                   | The jacket should be provided with two external pockets in outer carrier to house two magazines of AK/INSAS in each pocket.                                                                              |
| TRAUMA PAD FOR TRAUMA ATTENUATION                                                                                                   | (a) Trauma pad must be provided behind the SAPs, so that it remains to body surface to provide proper cushioning.<br>(b) It must cover uniformly up to edge level of the SAPs                            |
| The materials should have latest BIS product certification. Copy of certificate must be duly attested by Gazetted officer/Notarised |                                                                                                                                                                                                          |

**LABELLING :** The outer carrier and the two soft Armour panels must be labeled as per NIJ standards giving the following details.

**Name of the Manufacturer:**

**Name of the Product:**

**Date of Manufacturing:**

**Date of Issue:**

**Threat level:**

**Size:**

**Serial No:**

**NIJ Standard:**

**Strike face of jacket should be clearly marked**

**SPECIAL CONDITIONS OF CONTRACT (SCC)****PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR BCPL, LEPETKATA****1.0 GENERAL**

The following articles shall supplement the Instructions to Bidders and General conditions of Contract. Where any portion of the General Conditions of Contract and Instructions to Bidders is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract and Instructions to bidders, only to the extent that such repugnancies of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Condition of Contract and Instructions to Bidders.

**2.0 RESPONSIBILITY OF VENDOR/CONTRACTOR**

2.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture/supply/shipment, port handling and clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, levies, fees, encumbrances, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurances handling of goods at all stages, storage, till the time of handing over of Bullet Proof Jackets and Bullet Proof Helmets to the Purchaser at BCPL. The bidder shall quote price on turnkey indivisible works contract basis as aforesaid and BCPL will accept only such complete bids.

2.2 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkey philosophy of the Owner within the quoted lump-sum price. Any item/equipment/services/activities/taxes/duties, if not specifically identified in the Bid Document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted lump-sum price and no extra charges are payable by the Owner.

2.3 The contractor shall be responsible on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalize the custom assessment by furnishing the necessary technical information etc. to the said authorities.

2.4 The contractor shall make efforts to deliver all the supplies in one lot.

**3.0 TAXES & DUTIES**

3.1 The quoted price shall be deemed to be inclusive of all taxes/duties including works contract tax, sales tax, local taxes, import duty, excise duty, octroi, and other levies, etc. till the complete execution of the order as applicable in India under this Contract and the bidder shall not be eligible for any compensation on this account except for statutory variation only to the extent as mentioned in ITB.

3.2 For claiming payment against statutory variation in the rate of Customs duty, Excise duty, sales tax and service tax the bidders are required to provide documentary evidence suggesting the variation in the rate during the contractual completion period and a chartered engineer's certificate to the effect that the raw material/components for which statutory variation is being sought have been imported/manufactured for use in the Bullet Proof Jackets and Bullet Proof Helmets supplied to BCPL. However, no reimbursement will be applicable arising out of lower rate of taxes and duties (than prevailing at the time of submission of the offer) having been indicated in the offer.

3.3 To enable the owner to avail of cenvat benefit, the contractor shall furnish to the owner any and all certificates and documents as may be required by the owner to avail of the CENVAT benefits with respect to Excise Duty (or CVD in case of foreign bidders) and Service Tax as mentioned by the contractor in their bids. In case the certificates/ documents are not provided for aforesaid amount of Excise Duty/ CVD & service tax, the short fall amount will be recovered from the contractor's bill. (NA)

#### **4.0 LOCAL CONDITIONS:**

4.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest, the Bidders are requested to familiarize themselves with the Income Tax Act 1961, the Companies Act 1956, Customs Act 1962 and other related Acts and Laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

4.2 It must be understood and agreed that such factors may have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

**5 INCOME TAX :**As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the Contract awarded, then Owner shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The bidder both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.

Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

**6 AWARD OF CONTRACT:** Total Job shall be awarded to a single techno-commercially acceptable bidder whose prices are evaluated as the overall lowest as per evaluation methodology. No division of Work shall be done.

**9 COMPLETION PERIOD:** Bullet Proof Jackets and Bullet Proof Helmets & associated items shall be handed over to BCPL within one and half (1.5) months from the date of LOI/LOA.

**10 WARRANTY:** The complete BP Jacket clothing material (outer carrier along with trauma padding) shall be guaranteed for a period of two (02) years against all manufacturing defect.

#### **11. Contract Performance Bank Guarantee and Agreement:**

The successful bidder will be required to deposit Contract Performance Bank Guarantee in format provided in the bidding document for an amount equivalent to @ 10% of contract value for Supply part & Service Part of (Installation commissioning) part (A+ B of SOR), which shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period of 24 months. The bank guarantee shall be deposited within fifteen days (30) from the date of award of contract.

#### **CONTRACT AGREEMENT**

Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 15 days on receipt of work order within fifteen days from the date of award of contract. The cost of stamp paper shall be borne by the contractor.

**SCOPE OF WORK****PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR BCPL, LEPETKATA**

The Vendors scope of work defined in this document shall be on turnkey basis, and shall include but not be limited to the following:

Survey, project management, system design, detailed engineering, manufacture/ procurement and supply of all related goods and providing all related services including documentation, warranty complete in all respect for supply of Bullet Proof Jackets and Bullet Proof Helmets at BCPL. The detailed scope of work & supply shall include but not limited to the following:

**1.0 SYSTEM DESIGN & ENGINEERING:**

The vendor shall be fully responsible for detailed design/engineering of the supplied Bullet Proof Jackets and Bullet Proof Helmets (the envisaged Bullet Proof Jackets and Bullet Proof Helmets and its associated accessories includes fasteners, belt/ kamarbandh , trauma pad etc)

**2.0 SUPPLY OF EQUIPMENT:**

This shall include but not limited to supply equipment and all other items required for the equipments including the following:

- ☐ Transportation of equipment and all other components from locations of manufacturing to the location of purchaser .
- ☐ Storage during transit, transit insurance & storage/ warehousing as required till the readiness of owner's site.
- ☐ Statutory clearances including clearances of customs, excise, octroi, entry tax and others, as required for all the supplied items.

**3.0 INSPECTIONS AND TESTING GUIDELINES:****3.1 TEST PLAN:**

For all types of inspection & testing under FAT vendor shall prepare and submit Test Procedures & Plans to BCPL for their approval. The Test plans & procedures need to be submitted well in advance before the commencement of actual testing. The procedures/plans shall include time schedule for the tests, purpose/ objective of test, identification of test inputs, test procedure and details of desired output, a column for actual value obtained during the tests and remarks on test result. All the tests shall be held in India only.

**3.2 TEST REPORT:**

The observations and test results obtained during various tests shall be compiled and documented to produce Test reports by the Vendor. The Test reports shall be prepared & submitted for each equipment/ item and the system. The report shall contain the following information as a minimum:

- ☐ Unit/Equipment under Test
- ☐ Test conducted.
- ☐ Test procedures.
- ☐ Test results.
- ☐ Remarks & comparison of tests results with the anticipated test result as given in test plans and reasons for deviations if any.

**3.3** The BCPL and/ or third party/agency (appointed by BCPL), reserve the right to inspect and test each equipment at manufacturing / supplier premises and at site. The inspection and testing shall include

components, subassemblies, produced units for verifying and testing their guaranteed performance & specifications.

3.4 It shall be explicitly understood that under no circumstances shall any approval of BCPL or his representative shall relieve the Vendor of his responsibility for material design, quality assurance and the guaranteed performance of the system and its constituents.

3.5 Vendor shall inform the owner, at least 7 days in advance of the date at which the system would be ready for Inspection & Testing. All relevant documents and manuals shall be submitted to BCPL before the time.

3.6 Till BCPL accepts the Bullet Proof Jackets and Bullet Proof Helmets, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed component, effect of failure of component on the system/ equipment, cause of failure etc.

☐ Methodology to be followed during FAT & SAT shall include but not limited to the following:

#### **4.0 FACTORY ACCEPTANCE TESTING (FAT):**

The vendor on his own exactly in line with FAT shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Owner/Engineer before start of FAT.

Factory acceptance tests shall be carried out after review and approval of FAT procedure/ documents as per tender requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing/ vendor's facilities from where the respective equipments/subsystems are offered.

The factory acceptance testing shall be conducted in the presence of the representative Owner. The tests shall be carried out on all systems/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The FAT shall be held in India only and include but not be limited to:

- ☐ Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, etc..
- ☐ Check for assuring compliance with standards mentioned in the specifications.
- ☐ Individual check on each module/sub-assembly as applicable
- ☐ Functional testing covering the features/specification of Bullet Proof Jackets and Bullet Proof Helmets along-with its associated items
- ☐ Any other test not included in FAT document but relevant to the project as desired by the Owner/Engineer at the time of factory acceptance testing.

#### **5.0 SITE ACCEPTANCE TEST (SAT)**

Checking of supplied Bullet Proof Jackets and Bullet Proof Helmets and its accessories will be conducted and should be in line with the specification of the items tested/produced and shown/produced during the time of FAT and as per Technical specification.

#### **6.0 WARRANTY:**

The complete BP Jacket clothing material (outer carrier along with trauma padding) shall be guaranteed for a period of two (02) years against all manufacturing defect.

Any defective item should be replaced/rectified by the bidder within 07 days at his own cost, after lodging of such complaint by any means.( letter/email/telephone)

#### **7.0 DOCUMENTATION:**

After the award of work, the vendor shall submit the following documents for Bullet Proof Jackets and Bullet Proof Helmets within 15 days:

- ☐ One set manual for Bullet Proof Jackets and Bullet Proof Helmets consisting of:
  - a) Detailed technical manual for each type of equipment and Description.
  - b) Maintenance Procedures.

## **8.0 BIDDER'S DATA REQUIREMENT**

The Bidder shall furnish the following as a minimum as part of bid document Non submission of these documents will lead to rejection of the bid:

The bidder shall furnish clause-wise compliance for Scope of Work, Special Conditions of Contract, Technical Specifications of Tender document.

Duly notarized copy of Certificates for the offered systems, as required under technical specification of tender document, is to be submitted with the un-priced bid document.

The Bullet Proof Jackets and Bullet Proof Helmets & associated items offered by the bidder under this project should be in trouble free working condition for a minimum period of two years in the field. In support of the same, the bidder shall include the information on their field proven-ness and shall furnish respective supportive documents / certifications.

The bidder shall furnish the information on source of supply of different equipments /accessories.

The bidder shall furnish the technical catalogue / brochure for each equipment design features, test and monitoring facilities, guaranteed performance data, etc as a minimum.

Vendor shall submit the certificate from OEM of offered Bullet Proof Jackets and Bullet Proof Helmets mentioning that the offer is for the complete tender requirement

**9.0 Penalty Clause during Warranty Period of two years** – Should be in line with the rules in vogue for supply of materials.

The contract can be unconditionally terminated at any time during the contract period by giving 30 days notice by BCPL in writing. This clause shall be effective during the initial warranty period of two years.

**ANNEXURE-I**

**ANNEXURE-I**

**PROVEN TRACK RECORD (PTR) FORM (BULLET PROOF JACKETS AND BULLET PROOF HELMETS)**

| Sl No | Description                                                                                                             | To be filled by the Bidder |
|-------|-------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1     | <b>Details of the Offered system to BCPL against this tender</b> (Bullet Proof Jackets and Bullet Proof Helmets)        |                            |
| i)    | Make & Model number                                                                                                     |                            |
| 2     | <b>Details of supply to other clients and its proven track record.</b> (Bullet Proof Jackets and Bullet Proof Helmets)  |                            |
| i)    | Make & Model number                                                                                                     |                            |
| ii )  | Details of Project where supplied earlier                                                                               |                            |
| iii)  | Name of Owner                                                                                                           |                            |
| iv)   | Name, Address & Contact details of Owner' s Contact Person                                                              |                            |
| v)    | Owner"s Contact Telephone & Fax numbers                                                                                 |                            |
| vi)   | Name of Manufacturer                                                                                                    |                            |
| vii)  | Date of Supply (DD/MM/YY)                                                                                               |                            |
| Viii) | Manufacturing facility from where the equipment were supplied for Sl. No. -ii                                           |                            |
| ix)   | Manufacturing facility from where the equipment will be supplied for this project if it is different from Sl. No.- viii |                            |

**SOURCE OF SUPPLY (SOS) FORM FOR BULLET PROOF JACKETS AND BULLET PROOF HELMETS  
 BIDDER SHALL PROVIDE DATA FOR OFFERED EQUIPMENTS**

| Sl no | Item Description                                         | Make, Model Number, Version Number and Place of Manufacturing | Name of Company / Organization responsible for Support and Maintenance facilities for this item or system |
|-------|----------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1     | Bullet Proof Jackets and Bullet Proof Helmets (complete) |                                                               |                                                                                                           |
| 2     | Clothing& Accessories                                    |                                                               |                                                                                                           |
| 3     | Any other item                                           |                                                               |                                                                                                           |

**TECHNICAL COMPLIANCE SHEETS (VENDOR TO SUBMIT COMPLETELY FILLED AND MENTION DEVIATION IF ANY, IN THE SPACE PROVIDED.)**

### **1.0 TECHNICAL PARAMETERS:**

| PARAMETERS                    | REQUIRED BY BCPL                                                                                                             | VENDORS COMPLIANCE(APP LICABLE/NON APPLICABLE) | DEVIATIONS IF ANY |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------|
| Immunity                      | NIJ Standard level III +( Should be immune to INSAS, AK & SLR ammunition)                                                    |                                                |                   |
| Total Weight                  | Less than 6.31KG (Including clothing, trauma pads, carrier etc)                                                              |                                                |                   |
| Certificate                   | Should be approved/ certified by Central Forensic Science laboratory(CFSL) or Terminal ballistics Research Laboratory(TBRL). |                                                |                   |
| Size of One Hard Armour Panel | 305mm X 254mm                                                                                                                |                                                |                   |

### **BULLET PROOF HELMETS:**

| PARAMETERS        | REQUIRED BY BCPL                                                                                                            | VENDORS COMPLIANCE(APPLICABLE/NON APPLICABLE) | DEVIATIONS IF ANY |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------|
| Immunity          | NIJ Standard level III A( Should be immune to 9 mm ammunition)                                                              |                                               |                   |
| Total Weight      | Less than 1.5KG (Including pads, strips etc)                                                                                |                                               |                   |
| Suspension System | Harness with cushion for increased trauma protection, snap fit and quick release chin cup/ strap.                           |                                               |                   |
| Colour            | Olive Green                                                                                                                 |                                               |                   |
| Certificate       | Should be approved/ certified by Central Forensic Science laboratory(CFSL) or Terminal ballistics Research Laboratory(TBRL) |                                               |                   |

### **CLOTHING& ACCESSORIES SPECIFICATIONS:**

| PARAMETERS                                                 | REQUIRED BY BCPL                                                                                                                                                                                         | VENDORS COMPLIANCE (APPLICABLE/NON APPLICABLE) | DEVIATIONS IF ANY |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------|
| Clothing Material                                          | The outer carrier should be of high tenacity, heavy duty and abrasion resistant.                                                                                                                         |                                                |                   |
|                                                            | The fabric shall be treated for protection against water, fire(fire retardant) and UV rays' exposure.                                                                                                    |                                                |                   |
|                                                            | The fabric must be suitable to wear in the Indian conditions of heat, rain and humidity.                                                                                                                 |                                                |                   |
|                                                            | The inner side(body side) shall also be of a similar fabric and shall be treated for moisture & water repellency.                                                                                        |                                                |                   |
| Colour                                                     | CAMOUFLAGE                                                                                                                                                                                               |                                                |                   |
| Velcro fastener                                            | All the clothing flaps of the jacket should have high quality Velcro fasteners, so that it can be worn and taken off easily/quickly.                                                                     |                                                |                   |
| Vest fit                                                   | The overall length of the BP jacket shall be such that there is no "ride up" while sitting. The overlapping degree of front and rear panels shall be such as to provide for maximum freedom of movement. |                                                |                   |
| POCKET WITH FLAPS                                          | The jacket should be provided with two external pockets in outer carrier to house two magazines of AK/INSAS in each pocket.                                                                              |                                                |                   |
| TRAUMA PAD FOR TRAUMA ATTENUATION                          | (a) Trauma pad must be provided behind the SAPs, so that it remains to body surface to provide proper cushioning.<br>(b) It must cover uniformly up to edge level of the SAPs                            |                                                |                   |
| The materials should have latest BIS product certification |                                                                                                                                                                                                          |                                                |                   |

**LABELLING:** The outer carrier and the two soft Armour panels must be labeled as per NIJ standards giving the following details.

**Name of the Manufacturer:**

**Name of the Product:**

**Date of Manufacturing:**

**Date of Issue:**

**Threat level:**

**Size:**

**Serial No:**

**NIJ Standard:**

**Strike face of jacket should be clearly marked**

**SECTION IV**

**FORMS AND FORMATS**

| Sr. No. | Form No. | Description                                                        | Page No. |
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| 2.      | F-2      | BIDDER'S GENERAL INFORMATION                                       | 40-41    |
| 3.      | F-3      | BIDDER'S QUERIES FOR PRE BID MEETING                               | 42       |
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| 8.      | F-8      | PROFORMA OF CONTRACT PERFORMANCE<br>GUARANTEE                      | 49-50    |
| 9.      |          | INSTRUCTIONS FOR FURNISHING CONTRACT<br>PERFORMANCE GUARANTEE      |          |
| 10.     | F-9      | AGREED TERMS AND CONDITIONS                                        | 51-55    |

Note: Above Formats/Forms duly filled-in along with its enclosures must be essentially furnished by bidders before/along with bid for Evaluation, failing which such bid(s) may not be considered for further evaluation.

(Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail to [avanti@bcplindia.co.in](mailto:avanti@bcplindia.co.in) with duly filled-up this Format. In case of no reply or No Offer, It will be considered that bidder is not interested and No Further Tender will be issued in future).

To,

Dy. General Manager (C&P)  
Brahmaputra Cracker and Polymer Limited  
PO. Lepetkata, Dist. Dibrugarh, Assam  
TEL# 0373-2914609

**SUBJECT: PROCUREMENT OF BULLET PROOF JACKETS AND BULLET PROOF HELMETS FOR  
BCPL, LEPETKATA**

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) Fax Number      | : | ..... |
| (iv) Contact Person   | : | ..... |
| (v) E-mail Address    | : | ..... |
| (vi) Website          | : | ..... |

B) Details of Contact person:

|                       |   |       |
|-----------------------|---|-------|
| (i) Postal Address    | : | ..... |
|                       |   | ..... |
| (ii) Telephone Number | : | ..... |
| (iii) Fax Number      | : | ..... |
| (iv) Contact Person   | : | ..... |
| (v) E-mail Address    | : | ..... |
| (vi) Mobile No.-      | : | ..... |

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

- ☐ The item/service does not fall in our product/servicing range
- ☐ We do not meet BEC (Bid Evaluation Criteria) as specified in tender
- ☐ We cannot meet the technical specifications as specified in tender
- ☐ There is an order overbooking
- ☐ We need some more time for submission of offer and hence request for extension of bid Submission date
- ☐ Any other reason (please specify)

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|               |   |       |             |   |       |
|---------------|---|-------|-------------|---|-------|
| Agency's Name | : | ..... | Signature   | : | ..... |
| Date          | : | ..... | Name        | : | ..... |
| Seal/Stamp    | : | ..... | Designation | : | ..... |

**BIDDER'S GENERAL INFORMATION**

To  
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,  
 P.O. LEPETKATA,-786006  
 DISTRICT - DIBRUGARH  
 ASSAM

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
 if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Address where order  
 Is to be placed/ issued: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-6 Telephone Number: \_\_\_\_\_

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address: \_\_\_\_\_

1-8 Website: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

(Country Code)

(Area Code) (Telephone Number)

1-10 ISO Certification, if any

{If yes, please furnish details}

1-11 Bid Currency

\_\_\_\_\_

1-12 Place of dispatch \_\_\_\_\_  
1-13 Whether Supplier /  
Manufacturer \_\_\_\_\_  
Dealer/Trader/Contractor \_\_\_\_\_  
1-14 Type of Material Supplies : \_\_\_\_\_  
1-15 Banker's Name : \_\_\_\_\_  
1-16 Branch : \_\_\_\_\_  
1-17 Branch Code : \_\_\_\_\_  
1-18 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

1-19 Excise Registration number : \_\_\_\_\_  
1-20 Excise Range : \_\_\_\_\_  
1-21 Excise Division : \_\_\_\_\_  
1-22 Excise Collectorate : \_\_\_\_\_  
1-23 Local ST No. : \_\_\_\_\_  
1-24 CST No. : \_\_\_\_\_  
1-25 PAN No. : \_\_\_\_\_  
1-26 Whether SSI Registrant Or not : \_\_\_\_\_

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
 Dy. General Manager (C&P)  
 Brahmaputra Cracker and Polymer Limited  
 Lepetkata, Dibrugarh,  
 Assam(India)  
 Phone: +91 373 2914636/09

| SL. NO. | REFERENCE OF BIDDING DOCUMENT |          |            |         | BIDDER'S QUERY | BCPL'S REPLY |
|---------|-------------------------------|----------|------------|---------|----------------|--------------|
|         | SEC. NO.                      | Page No. | Clause No. | Subject |                |              |
|         |                               |          |            |         |                |              |

NOTE: The Queries may be sent by e-mail to [avanti@bcplindia.co.in](mailto:avanti@bcplindia.co.in) before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_\_\_\_ NAME OF BIDDER: \_\_\_\_\_

**BID FORM**

**F-4**

To,  
Dy. General Manager (C&P) BCPL  
Lepetkata, Dibrugarh, Assam  
(India)  
Phone: +91 373 2914609/635

Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of  
....., the said Bid Documents, including Addenda Nos. \_\_\_\_\_.

We confirm that this bid is valid for a period of Four (4) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the  
Contract Price, for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SEAL AND SIGNATURE  
DATE:

Duly authorized to sign bid for and on behalf of M/s \_\_\_\_\_

(SIGNATURE OF WITNESS) WITNESS NAME:  
ADDRESS:

## CHECK LIST OF DOCUMENTS

F5

**[BIDDERS ARE ESSENTIALLY REQUIRED TO FILL -UP THIS CHECK LIST BEFORE SEALING FORWARDING THE BID TO AVOID REJECTION, DUE TO NON-COMPLIANCE AND NON-SUBMISSION OF DOCUMENTS. THIS FORMAT MUST BE SUBMITTED ALONGWITH YOUR OFFER DULY SIGNED & STAMPED]**

To,  
Dy. General Manager (C&P), BCPL  
Lepetkata, Dibrugarh, Assam (India)  
Phone: +91 373 2914609

We are enclosing the following documents DULY INDEXED WITH PAGE NO. OF OFFER" in un-priced bid  
(Part-I) along with confirmation as per tender requirement:

1) EMD Details: DD [ ] BG [ ]

No... Date..... Amount- Rs.....Validity.....

2) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted along with un-priced bid [Page- ]

3) No Deviation Certificate [Page- ]

4) Power of Attorney in the name of the signatory to the Bidding Document [Page- ]

5) Duly filled-in and signed Agreed Terms and Conditions [Page- ]

6) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. [Page- ]

7) Confirm bid is submitted Under Two Bid System [YES/NO]

8) Bidder has signed and stamped the Volume-II/II of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]

9) Domestic Bidders only: Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit. (NA)  
[YES/NO]

10) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document.

[List out all such requirement and submissions] [Page- ]

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[Page- ]

(SEAL AND SIGNATURE OF BIDDER)

## NO DEVIATION CONFIRMATION

To,

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED,  
P.O. LEPETKATA, PIN-786006  
DISTRICT - DIBRUGARH  
ASSAM**

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid.  
We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid  
and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

Ref. -----

Bank Guarantee No. -----

Date-----

To  
 Brahmaputra Cracker & Polymer Ltd.  
 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 -----2013 ----- at -----

WITNESS :

(SIGNATURE)  
 (NAME)

(SIGNATURE)  
 (NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp  
 Attorney as per \_\_\_\_\_

Power of Attorney No.

Date : \_\_\_\_\_

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY**

The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.

The bank guarantee by bidders will be given from bank as specified in ITB.

A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the BCPL at its address as mentioned at ITB under intimation to BCPL.

Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no from where the earnest money bond has been issued.

If a bank guarantee is issued by a commercial bank, then a letter to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BCPL.

## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

### (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 ` \_\_\_\_\_ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality \_\_\_\_\_ to Owner/Purchaser.

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

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

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

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

Notwithstanding anything contained herein above our liability under this Guarantees restricted to ` / US\$ / EURO\_\_\_\_\_ (` / 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

(SIGNATURE)  
NAME  
BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)  
Date-

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

## **INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

## AGREED TERMS &amp; CONDITIONS (FOR DOMESTIC BIDDERS)

Vendor Name: M/s \_\_\_\_\_

BID No. : \_\_\_\_\_

Vendor's Offer Ref No. : \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail \_\_\_\_\_

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE TO BE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

| SL. NO | DESCRIPTION                                                                                                                                                                                                                                                                                         | VENDOR'S CONFIRMATION |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1      | Specify Despatch Point                                                                                                                                                                                                                                                                              |                       |
| 2      | Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail. |                       |
| 3      | <b>Inland transit:</b><br>Prices quoted <b>excludes</b> Inland transit insurance                                                                                                                                                                                                                    |                       |
| 4      | Confirm that Prices Quoted are on FOT(Lepetkata, Assam) basis                                                                                                                                                                                                                                       |                       |
| 5      | <b>Taxes &amp; Duties :</b><br>applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in tender                                                                                                                                                      |                       |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after                                                                                                                                                                                                                                                                                                                   |                       |
| 6   | <p>a. Tarrif sub-heading no.</p> <p>b. Confirm the present rate of Excise Duty (in %) considered in the price bid</p> <p>c. Confirm acceptance of variation in tax/ duties as stipulated under clause no. <b>12 of Section II</b> of tender document.</p>                                                                                                                                                                                                                                                                                                                                   | ..... (%)             |
| 7.1 | <p>Please indicate following break-up</p> <p>a) <b>Cenvatable</b> Excise Duty</p> <p>b) Non Cenvatable Excise Duty</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>NOT APPLICABLE</b> |
| 7.2 | <p>The payment against Cenvatable portion shall be made at actuals subject to maximum given at 7.1 (a) above. Confirm acceptance.</p> <p>Material supplied will be eligible for <b>CENVAT</b> Credit and vendor shall furnish all documents as required to avail the same.</p>                                                                                                                                                                                                                                                                                                              | <b>NOT APPLICABLE</b> |
| 7.3 | The <b>Cenvat</b> able portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>NOT APPLICABLE</b> |
| 7.4 | <p>a) Clarify whether Excise Duty will be applicable on freight charges also.</p> <p>b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.</p> <p>c) Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.</p>                                                    |                       |
| 8.  | <b>Sales Tax:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
|     | a) Specify CST/ VAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |
|     | b) Confirm the present rate of CST <b>against form 'C'</b> (in %) / VAT (in %) considered in the price bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ..... (%)             |
|     | c) Clarify whether Sales Tax will be applicable on freight charges also.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
|     | <p>d) In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.</p> <p>e) Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.</p> <p>f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.</p> |                       |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 9.  | Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by Them in the price bid. Otherwise, BCPL shall deduct the Differential amount as stipulated in <b>Section II</b> of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>NOT APPLICABLE</b> |
| 10. | <b>Price Reduction on delay in delivery:</b><br>a) Confirm acceptance of price reduction schedule for delay in completion period specified in Clause 26 of General Conditions of Contract-Goods<br>b) In case of delay, vendor will reduce the invoice amount by applicable reduction                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |
| 11. | <b>Part Order:</b><br>Confirm acceptance to <b>Part Order</b> (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 12. | <b>Repeat Order:</b><br>Confirm acceptance of <b>REPEAT ORDER</b> clause No-41 of GCC(Goods)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
| 13. | <b>Performance Bank Guarantee (for successful bidder):</b><br>Confirmation that Security Deposit/ Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format F-7.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| 14. | <b>VALIDITY:</b><br>Confirm that the offer shall be valid up to 90 days from the bid due date/extended due date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |
| 15. | a) Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical Corrigendum, if any, without any deviation.<br>b) Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation:<br>i) General Conditions of Contract (Goods)<br>ii) Request for Quotation (RFQ)<br>iii) Instructions to Bidders (ITB)<br>iv) Special Conditions of Contract<br>Deviation to Terms & Conditions shall lead to rejection of offer |                       |
| 16. | Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private Company in which any director of Owner is a member or Director.                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
| 17. | Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly Stated. This does not necessarily be cause for disqualification. However if this declaration is not<br>Furnished the bid shall be rejected as non- responsive.                                                                                                                                                                                                                                                                                                                                                                        |                       |

|     |                                                                                                                                                                                                                                                                             |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 18. | Please confirm your offer contains the following:<br><br><u>17.1 UNPRICED OFFER</u><br>Deviation sheet, if any.<br><br><u>17.2 PRICED OFFER</u><br>a) Price Schedule.<br>Statement that all specification and terms & conditions are as per<br>b) un- priced copy of offer. |  |
| 19. | The quoted rates shall remain <b>FIRM &amp; FIXED</b> till complete execution of order/ Contract period, whichever is earlier                                                                                                                                               |  |
| 20. | Bidder has not taken any deviation to the Technical Specification sheet placed at Annexure-A.<br>The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid                                          |  |
| 21. | Bidder accepts <b>PAYMENT TERMS</b> as per tender (refer Clause 22 of RFQ)                                                                                                                                                                                                  |  |
| 22. | Kindly confirm Payment Terms that is acceptable to you                                                                                                                                                                                                                      |  |
| a)  | 100 % payment within 30 days of receipt of materials along with despatch documents( <b>No loading</b> )                                                                                                                                                                     |  |
| b)  | 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site( <b>2 % loading</b> )                                                                                      |  |
| c)  | 100% payment through bank against dispatch documents (after deduction of applicable PRS)( <b>10 % loading</b> )                                                                                                                                                             |  |
| 23. | Bidder accepts <b>Guarantee /Warranty clause</b> as per Clause 17 of RFQ                                                                                                                                                                                                    |  |
| 24. | Bidder accepts <b>Arbitration/Resolution of Dispute clause</b> as defined in <b>Clause 30 of RFQ.</b>                                                                                                                                                                       |  |
| 25. | Bidder accepts <b>Force Majeure clause</b> as per Clause 29 of GCC(Goods)                                                                                                                                                                                                   |  |
| 26. | Bidder confirms that they have not asked for any advance payment.                                                                                                                                                                                                           |  |
| 27. | Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges up to Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service Tax.                                                          |  |
| 28. | Whether bidder falls under MSE Act.                                                                                                                                                                                                                                         |  |
| 29. | Whether MSE is owned by SC/ST Entrepreneurs                                                                                                                                                                                                                                 |  |
| 30. | Confirm submission of documentary proof for MSE in duly certified in accordance with Clause 8(b) of RFQ                                                                                                                                                                     |  |
| 31. | Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index                                                                                                                                             |  |
| 32. | Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid<br>Has been initialed and stamped by the authorized person.                                                                                                            |  |

|    |                                                                                                                                                                                                                                                                                                           |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 33 | Does your organization have an environment policy?                                                                                                                                                                                                                                                        |  |
| 34 | Does your organization have ISO 14001 certification, if so, since when?                                                                                                                                                                                                                                   |  |
| 35 | Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?                                                                                                                                                                                           |  |
| 36 | Details of any award received in the field of Environment, Safety and Health.                                                                                                                                                                                                                             |  |
| 37 | Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws |  |
| 38 | Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case , it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection              |  |
| 39 | Confirmed that documents against BEC( Work Order and Completion/Execution proof) are submitted duly certified by Gazetted Officer/Notary Public)                                                                                                                                                          |  |

## **SECTION-V**

### **SCHEDULE OF RATES (ATTACHED SEPARATELY)**

## **SECTION-VI**

### **GENERAL CONDITIONS OF CONTRACT (GOODS) (ATTACHED SEPARATELY)**