



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

Request for Quotation

Ref.: BCPL/DIB/C&P/2012/C/38/BB

DATE - 30/11/2012

SUB: - SUPPLY AND COMMISSIONING OF 02 NUMBERS PORTA CABINS FOR BCPL PROJECT SITE, LEPETKATA – DIBRUGARH, ASSAM.

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Supply and commissioning of **02 NUMBERS PORTA CABINS** for BCPL project site at Lepetkata, Dibrugarh., as detailed below in complete accordance with enclosed tender document:

TENDER NO.	EARNEST MONEY DEPOSIT (EMD) (Rs)	TENDER FEE (Rs)	SCOPE OF SUPPLY
BCPL/DIB/C&P/2012/C/38/BB dated 30/11/2012	NA	NA	SUPPLY AND COMMISSIONING OF 02 NUMBERS PORTA CABINS 10Ft X 20Ft X 8.5Ft
DESCRIPTION OF WORK	SUPPLY,ERECTION AND COMMISSIONING OF 2 PORTA CABIN		
LAST DATE AND TIME FOR SUBMISSION OF TENDER	18/12/2012 at 14.30 hrs.		
DATE AND TIME FOR OPENING OF BIDS	18/12/2012 at 15.00 hrs.		
PRE BID MEETING	NA		
PLACE OF SUBMISSION OF TENDER & ADDRESS OF COMMUNICATION	OFFICE OF THE SR. MANAGER (C&P) CENTRAL WARE HOUSE, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM		

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

Project Site Office: Main Fire Station Building, P.O. Barbaruah, Lepetkata, Dibrugarh-786006, Assam, Tel: 0373- 2914611

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

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

- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**
- PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –VII).

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

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

BIDDER'S ELIGIBILITY CRITERIA:

- i) Bidder should have experience of supplying similar item (i.e. Porta cabin) in the previous 7 years to public sector /reputed private sector companies
Similar item means PORTA CABIN conforming to the technical specification as per Annexure I.

To comply with the above BEC, bidder must submit the copies of all relevant documents like copy of the purchase order. All documents must be duly **attested by Gazetted Officer / notary public.**

INSTRUCTION TO BIDDER:

Bidder must ensure for submission of check list (Annexure-II, Pg No. 8) after duly filled, signed and stamped with un-priced bid.

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

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

Pre Bid Conference: Not applicable

PRICE BASIS:**FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).**

In case the rate quoted by bidder is not inclusive of freight charges, the same shall be mentioned in the SOR which is asked separately. Non-submission of rate for freight charges in the SOR shall be considered as inclusive

VALIDITY PERIOD OF OFFER:

The period of **validity of the quotations** should **not be less than 120 days** from the opening date. Quotations

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.

WARRANTY:

Equipment shall carry minimum 12 months of warrantee from the date of satisfactory installation and handover.

CONSIGNEE ADDRESS:

BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE, PO – LEPETKATA
DIBRUGARH-786006, ASSAM

DELIVERY SCHEDULE (SUPPLY):

The delivery schedule is 3 months from the date of placement of Purchase Order. The date of dispatch shall be treated as date of delivery.

DELIVERY SCHEDULE (INSTALLATION AND COMMISSIONING):

Schedule of installation and commissioning will be within 15 days from the date of intimation given by BCPL upon receiving the Porta Cabin at site and readiness of foundations etc, as applicable.

The period of includes the time required for mobilization, testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of BCPL inspection department

PRICE REDUCTION SCHEDULE (PRS) FOR SUPPLY PART:

PRICE REDUCTION @0.5% OF THE ORDER VALUE (SUPPLY PART) PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE (SUPPLY PART) WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE IS EXCLUDING TAXES AND DUTIES.

PRICE REDUCTION SCHEDULE (PRS) FOR INSTALLATION AND COMMISSIONING:

PRICE REDUCTION @0.5% OF THE ORDER VALUE (INSTALLATION, COMMISSIONING AND TRAINING PART) PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF ORDER VALUE (INSTALLATION, COMMISSIONING AND TRAINING PART) WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE IS EXCLUDING TAXES AND DUTIES

TERMS OF PAYMENT:

100% payment shall be released with taxes and duties after 30 days of receipt and installation of Porta Cabins at BCPL Lepetkata site.

TRANSIT INSURANCE:

Transit insurance shall be borne by bidder.

LATE BIDS:

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

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

OPENING OF PRICE BIDS:

The price bids of the Techno-commercially accepted bidders will be opened later. The price bids of those bidders determined to be Techno-commercially disqualified will be rejected.

AWARD CRITERIA:

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

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

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

OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.

JURISDICTION OF COURT:

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

ARBITRATION:

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

FORCE MAJEURE :

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914611/ email – bhaskar.barman@bcplindia.co.in latest by 08.12.2012. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder 11.12.2012.

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.

**Bhaskar Barman
SO(C&P)
Tel# 0373-2914611
Email id:bhaskar.barman@bcplindia.co.in**

ENCLOSURE:

- a) **ANNEXURE – I (TECHNICAL SPECIFICATION at Page No. 6).**
- b) **ANNEXURE –II (CHECKLIST{8})**
- c) **ANNEXURE –III (CONSENT LETTER{9})**
- d) **ANNEXURE –IV (GPC{10-14})**
- e) **ANNEXURE –V (NON QUOTED SOR{15-16})**
- f) **ANNEXURE –VI PRICE BID – (SOR) {Page No. 17-18}.**

NB:

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.

ANNEXURE-I **(Technical Specification)**

MAIN FRAME WORK	MADE WITH HEAVY DUTY ISMB 50X75MM AND RECTANGULAR/SQUARE STRUCTURAL SECTIONS DULY PAINTED WITH ANTICORROSIVE PAINT
WALL PANELS:-	PUF INSULATED PANELS 60 MM THICK HAVING TONGUE AND GROOVE AND CAM LOCKS BOTH SIDE PREPAINTED GI SHEET.
ROOF PANELS:	PUF INSULATED ROOF PANELS
WINDOW:	ALUMINIUM WINDOWS 2.5 " X 3"
DOOR:	PUF INSULATED DOOR COMPLETE WITH HINGES AND INOS, ALDROP, ONE TOWER BOLT
FLOOR:	MARINE PLY 19MM THICK WILL BE PROVIDED WITH PVC FLOORING ON THE TOP
ELECTRICAL:	ONE MCB AND 2 LIGHT POINTS WITH FITTINGS, WITH TWO FAN PLUG POINTS, AND ONE A/C POINT 15 AMPS PLUG PONT WILL BE PROVIDED. FAN/AC SUPPLY NOT IN OUR SCOPE

N.B. The supply of Porta Cabins includes the internal wiring for Lighting, Fan & Window AC (Lighting fixture along with fixture for AC, Fan shall be fitted by bidder however AC & Fan will be installed by BCPL)

Annexure – II

CHECK LIST

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

SL. NO.	WHETHER THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED	CONFIRMATION ON YES / NO
01.	Complete documents duly signed and stamped on each page	
02.	The quoted rate is on FOT site basis(BCPL, Lepetkata)	
03	Validity of offer for 120 days from the date of opening.	
04	Confirmation of quoting firm prices till validity period of offer for instrument and calibration of instrument as specified in tender.	
05	The rate is quoted as per SOR	
06	Transit insurance is in scope of bidder	
07	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –VI). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and	

	address.	
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(Signature of the bidder)

ANNEXURE – III

General Conditions of Contract: GENERAL PURCHASE CONDITIONS:

- 1. Consignee:** C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006.** Any expenditure and /or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
- Quotation, duly sealed & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 14:30 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 15:00 hrs in the presence of tenderers / authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.
BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
- Local Sales Tax and Central Sales **Tax/VAT/TIN** registration nos. must be mentioned in the quotation.
- Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
- The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
- Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
- Revised offer or post-bid modification of offer after the opening date will not be considered.

8. The required quantities at the time of placement of order can be changed upto $\pm$ 25% of the quantities specified in enquiry.

9. Price Reduction Schedule for delayed delivery:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part

of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ $\frac{1}{2}\%$ of the delayed delivery value maximum up-to 5% of the total order value.

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

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable)**. Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

"We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No)."

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

11. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period.

The Bank Guarantee will be discharged by BCPL not later than 06 months from the date of expiration of the Seller's entire obligations, under the contract.

12. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's

premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

13. Warranty :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of dispatch, whichever is earlier.

14. Payment terms:

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

15. Invoice:

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

16. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed

therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

17. Dispatch Documents:

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

documents will be retired only if the dispatches are made as per the terms of the purchase order.

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

19. Limitation of Liability:

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

20. Repeat Order:

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

21. Termination of Contract:

The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

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

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL

against any type of tender of tender not their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

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

22. FORCE MAJEURE:-

Shall mean and be limited to the following:-

- (a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller. The Seller shall advise

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

23.Resolution of Disputes / ARBITRATION:-

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

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

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

- 26.** Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.

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

- i) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- ii) Will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

SCHEDULE OF RATE FOR

PORTA CABINS

(Un-priced Part)

ANNEXURE-1(SOR)

SOR FOR PORTA CABINS

Sl. No.	Description	No. of Unit	Rate (Rs.)	P&F CHARGES	Excise Duty@%	VAT/CST @%	Service Tax	Total (Rs.)
		A	B		C	D	E	G
01	Supply of Porta Cabin of size 10Ft X 20Ft X 8.5Ft	02	Do not quote rate here	Do not quote rate here	Do not quote rate here	Do not quote rate here	Do not quote rate here	Do not quote rate here
02	Installation and commissioning	02	Do not quote rate here	NA			Do not quote rate here	Do not quote rate here

Transportation charges of 2(Two) nos. of Porta Cabin upto BCPL, Lepetkata, Dibrugarh, Assam site : Rs

In words(Rupees.....)

Non-submission of rate for freight charges in the SOR shall be considered as inclusive

NB:

1. Bidders should quote for the cost of Porta Cabins complete in all aspect for ready to use.
2. CST should be quoted against C FORM.
3. All columns should filled otherwise it shall be presumed as inclusive.
4. Price FOT site basis.
5. Excise Duty/Service Tax is payable on submission of cenvatable invoice.

SCHEDULE OF RATE FOR

PORTA CABINS

PART – B(Priced Bid)

SOR FOR PORTA CABINS

Sl. No.	Description	No. of Unit	Rate (Rs.)	P&F CHARGES	Excise Duty@%	VAT/CST @%	Service Tax	Total (Rs.)
		A	B		C	D	E	G
01	Supply of Porta Cabin of size 10Ft X 20Ft X 8.5Ft	02						
02	Installation and commissioning	02		NA				

Transportation charges of 2(Two) nos. of Porta Cabin upto BCPL, Lepetkata, Dibrugarh, Assam site: Rs

In words (Rupees.....)

Non-submission of rate for freight charges in the SOR shall be considered as inclusive

NB:

1. Bidders should quote for the cost of Porta Cabins complete in all aspect for ready to use.
2. CST should be quoted against C FORM.
3. All columns should filled otherwise it shall be presumed as inclusive.
4. Price FOT site basis.
5. Excise Duty/Service Tax is payable on submission of cenvatable invoice.