



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Govt. of India Enterprise)

बी.सी.पी.एल. प्रोजेक्ट साईट, लेपेटकटा - 786006, डिब्रुगढ़, असम, इंडिया, दूरभाष: +91 373-2914604

BCPL Project Site, Lepetkata - 786006, Dibrugarh, Assam, India, Tel : +91 373-2914604

RFQ No: BCPL/DIB/C&P/2013/S/033/MD

Date: 24/08/2013

To,

Dear Sir(s),

Brahmaputra Cracker and Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for procurement of Spherical roller Thrust Bearing No: 29324E (Explorer series), Make: SKF of BCPL, Lepetkata

The details tender document is as under:

- | | | |
|------|--|--|
| i) | Last date and time for Submission of tender: | 17/09/2013 at 14.30 hrs. |
| ii) | Date and time for opening of bids: | 17/09/2013 at 15.00 hrs. |
| iii) | EMD: | Not Applicable. |
| iv) | Place of submission of tender: | Deputy General Manager (C&P)
Address: Project Office,
Brahmaputra Cracker & Polymer Limited
Central Ware House Building,
Lepetkata, P.O. Lepetkata
Dibrugarh-786006, Assam, India |

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 (Part B : Annexure - I)

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

पंजीकृत कार्यालय: होटल ब्रह्मपुत्र अशोक, एम.जी.रोड, गुवाहाटी - 781001, असम, इंडिया, दूरभाष: +91 361-2733554, +91 361-2733556 (फैक्स)

Regd. Office : Hotel Brahmaputra Ashok, M.G. Road, Guwahati - 781001, Assam, India. Tel: +91 361-2733554, +91 361-2733556 (Fax)

परियोजना के क्रियान्वयन कार्यालय: 3 तल, जी. टी. आई, 24, सेक्टर - 16ए, नोएडा- 201 301, इंडिया, दूरभाष: +91 120-2513102, +91 11-26185941, फेक्स: +91 120-2517217

Project Execution Office : 3rd Floor, GTI, 24, Sector - 16A; NOIDA - 201301, India, Tel: +91 120-2513102, +91 11 - 26185941, Fax; +91 120-2517217

Price Basis:

FOR, DESTINATION,

Delivery/Completion Schedule:

MATERIALS SHALL BE DELIVERED WITHIN 4 TO 6 WEEKS FROM THE DATE OF RECEIPT OF PURCHASE ORDER.

Validity Period of Offer:

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

VAT / CST No.:

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

Consignee Address:

Deputy General Manager (C&P)
Address: Project Office,
Brahmaputra Cracker & Polymer Limited
Central Ware House Building,
Lepetkata, P.O. Lepetkata
Dibrugarh-786006, Assam, India

Terms of payment:

100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT & ACCEPTANCE OF MATERIALS AT BCPL STORES.

Price Reduction Schedule (PRS):

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

BID EVALUATION CRITERIA (BEC):

- a) The bidder shall have experience in supplying Bearing (SKF make) in large PSU/oil Refineries/ Petrochemical Plants in last 7(seven) years reckoned from the date of opening of un-priced bid. Copy of the Purchase Order and proof of execution of the same shall be attached along with Un priced Bid.
- b) Bidders other than manufacturers (SKF), must be an authorized dealer/Distributor of the SKF and documentary proof/ certificate to be furnished along with offer (un- priced bid).

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.

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.

WARRANTY/GUARANTEE

The bidder must provide the warranty at least 18 months from the date of supply or 12 months from the date of installation.

TRANSIT INSURANCE:

Transit insurance shall be in the bidder's scope.

OPENING OF PRICE BIDS:

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

AWARD CRITERIA:

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

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

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

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 Dibrugarh (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Dibrugarh (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

ARBITRATION:

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

FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

REJECTION CRITERIA:

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

- i. Non Compliance of BEC .
- ii. Period of validity of bids.
- iii. Arbitration Clause.
- iv. Force Majeure Clause.
- v. Non submission of firm prices till validity period of Offer.
- vi. Deviation in payment terms for the specified terms as mentioned in tender.
- vii. Scope of supply i.e. price Basis

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT (WHICHEVER IS APPLICABLE):

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..

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.

Arithmetical errors will be rectified on the following basis: -

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.

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.



(M J Duarah)

Dy. Manager (C&P)

Encloser:

Part A : RFQ
Section I (GPC)
Section II (Technical Specification)/SCC
Section III : Agreed terms & Condition

Part B: Priced Bid

C H E C K L I S T

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

Sl. No.	Whether the following documents have been submitted	Confirmation YES/NO
1.	Submission of following documents against BEC.	
a	The bidder shall have experience in supplying Bearing (SKF make) in large PSU/oil Refineries/ Petrochemical Plants in last 7(seven) years reckoned from the date of opening of un-priced bid. Copy of the Purchase Order and proof of execution of the same shall be attached along with Un priced Bid.	
b	Bidders other than manufacturers (SKF) , must be an authorized dealer/Distributor of the SKF and documentary proof/ certificate to be furnished along with offer (un- priced bid).	
2	Complete document duly signed and stamped on each page	
3	Bidder must have valid sales tax registration no. and same should be indicated in the quotation	
4	Validity of offer for 120 days from the date of opening.	
5	Confirmation of quoting firm prices till validity period of Offer	
6	Confirmation of submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscribed with the tender no., due date, item and nature of offer (Unpriced /Priced). PART-A: UNPRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details along with sample where applicable as specified at Annexure - I & the price schedule with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page . PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure – I). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.	
7	Confirmation of furnishing the document by duly attested by Gazetted Officer / notary public to meet the BEC.	

Signature :
Name :
Seal :

SECTION-I

GENERAL PURCHASE CONDITIONS (GPC)

**Brahmaputra Cracker and Polymer Limited
(A Govt of India Enterprise)
Lepatkata, Dibrugarh**

GENERAL PURCHASE CONDITIONS (GPC)

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

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 3 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.

7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. **Price /Purchase Preference:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **Price Reduction Schedule for delayed delivery:** In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the 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.
11. 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 upto 5% of the total order value.

12. 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."

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

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

15. Warranty :

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

16. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/ installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

17. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BCPL, 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.

18. Packing & Marking:

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

19. Despatch documents:

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

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

21. Limitation of Liability: Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to

100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

22. Repeat Order: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

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

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

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

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

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

- (a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply. For delays

arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

25. Resolution of Disputes / ARBITRATION

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

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

26. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.
27. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.
28. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
- i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

SECTION II

Technical specification **Special Condition of** **Contract**

BEARING SPECIFICATION

SI No	Description		BCPL Code	Quantity
1	Spherical Roller Thrust Bearing , Explorer Series	Bearing Designation: SKF-29324E, Make : SKF	2908990013	02

Special condition of contract

Quality of Bearing :

- i) Quality of bearing supplied shall be as per standard given in the above specification sheet.
- ii) Items designation should be embossed on items body along with make. This is applicable for each and every item.
- iii) Vendor has to ensure proper packing of each and every item with necessary storage lubrication as required before dispatched. Factory inspection seal/tape must be provided by supplier.
- iv) Vendor has to submit catalogue/specifications details, test certification/traceability certificate for accuracy along with the quotation.

Manuals and Instruction books:

Manuals and instruction books required for fitting clearance, dimensions, trouble shooting etc shall be supplied with the quotation.

SECTION-III

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & 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.

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1	Confirm Delivery Point at BCPL , Lepetkata Site	
2	Transit Insurance: Bidder's scope	
3	Taxes & Duties : a) Applicable taxes, duties, Freight (if any), discount will be strictly as per the SOR of the tender document. 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.	

4	Please indicate following break-up	
	a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	
4.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 4.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
4.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
5	Sales Tax: a) Specify CST/ VAT	
	b) Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid:	
6	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in in BID Document.	
7	Repeat Order: Confirm acceptance of REPEAT ORDER within 6 (six) months as per GCC	
8	Performance Bank Guarantee (for successful bidder): 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.	
9	VALIDITY: Confirm that the offer shall be valid upto 120 days from the bid due date/extended due date.	
10	a) Confirm your offer is in total compliance with BID Document containing technical specifications & commercial terms & conditions 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.	
11	Please confirm your offer contains the following: <u>UNPRICED OFFER</u> Deviation sheet, if any. <u>PRICED OFFER</u> Price Schedule. Statement that all specification and terms & conditions are as per un-priced copy of offer.	
12	The quoted rates shall remain FIRM & FIXED till complete execution of order.	
13	Bidder accepts PAYMENT TERMS as per tender.	
14	Bidder accepts DELIVERY SCHEDULE as per tender	

15	Bidder accepts Guarantee clause as per as per tender	
16	Bidder accepts Arbitration/Resolution of Dispute clause as defined in tender	
17	Bidder accepts Force Majeure clause as defined in tender document.	
18	Bidder confirms that they have not asked for any advance payment.	
19	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.	
20	Confirm that all documents submitted with bid against the subject tender are true and genuine.	
21	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	
22	Confirm submission of price offer strictly as per the schedule of rates furnished at annexure - I. Any column left blank shall be considered inclusive of total quoted landed price.	

Annexure – III

CONSENT LETTER

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

To,

Sr. Manager (C&P)
Brahmaputra Cracker & Polymer Limited
Main Fire Station Building,
Lepetkata, P.O. Lepetkata
Dibrugarh-786006, Assam, India

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

(Signature of the bidder)

Schedule of Rates (SOR) for Bearing (Annexure-I)

sl. No	Description	Qty	Basic Price	Discount	Excise duty with Cess their on	Applicable Sales Tax (VAT/CST)	P&F and Freight charges	Cenvat Credit	Unit Landed price	Total Landed Price
1	Spherical Roller Thrust Bearing , Explorer Series Bearing Designation: SKF-29324E, Make : SKF	2								
Donot quote here; only confirm the quoted items with applicable of % of taxes etc.										

Confirm the applicable of Cenvat Credit on ED :

_____ (Yest/No) _____ %

Confirm the applicable of VAT :

_____ (Yest/No) _____ %

Confirm the applicable of CST :

_____ (Yest/No) _____ %

Confirm the applicable of concessional CST against Form C

_____ (Yest/No) _____ %

PART-B

PRICE-BID

Schedule of Rates (SOR) for Bearing (Annexure-I)

sl. No	Description	Qty	Basic Price	Discount	Excise duty with Cess their on	Applicable Sales Tax (VAT/CST)	P&F and Freight charges	Cenvat Credit	Unit Landed price	Total Landed Price
1	Spherical Roller Thrust Bearing , Explorer Series Bearing Designation: SKF-29324E, Make : SKF	2								

Confirm the applicable of Cenvat Credit on ED :

_____ (Yest/No) _____ %

Confirm the applicable of VAT :

_____ (Yest/No) _____ %

Confirm the applicable of CST :

_____ (Yest/No) _____ %

Confirm the applicable of concessional CST against Form C

_____ (Yest/No) _____ %