



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2014/C/005/AR

Date: June 27, 2014

To,

BID DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF WALKIE TALKIE RADIO SETS ALONG WITH LICENSE AT BRAHMAPUTRA CRACKER AND POLYMER LIMITED

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahmputra Cracker & Polymer Ltd.
“Admin Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
0373-2914635/36

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

REQUEST FOR QUOTATION(RFQ)

Ref.: BCPL/DIB/C&P/2014/C/005/AR

27.06.2014

SUB: BID DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF RADIO WALKI TALKIE SETS ALONG WITH LICENSE AT BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

Brahmaputra Cracker &Polymer Ltd (stands for BCPL) invites bids from eligible bidders for Supply of subject items for its Petrochemical Plant, Lepetkata **UNDER TWO BID SYSTEM** as per technical specification and other terms and conditions enclosed (refer Index/Content) with this document.

1.0 Salient Features of Tender Document:

(A)	SCOPE OF WORK/SUPPLY	Supply, installation & commissioning of Walkie Talkie along with License.
(B)	MODE OF TENDERING	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
(C)	BID DOCUMENTS AVAILABLE ON WEBSITE	From 15.00 hrs on 27/06/14 on www. gaitenders.in , www.bcplonline.co.in , http://eprocure.gov.in/epublish/app
(D)	TENDER FEE	Not Applicable
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Rs.14000/- (Rs. Fourteen Thousand only)
(F)	BID VALIDITY PERIOD	90 days from the date of opening of un-priced bid
(G)	DELIVERY PERIOD	Please see Special Conditions of Contract (SCC)
(H)	DATE OF PRE-BID MEETING	04/07/2014 (1500 HRS) at BCPL, Lepetkata, Assam
(I)	VENUE FOR PRE-BID MEETING & OPENING OF UN-PRICED BIDS	Brahmaputra Cracker and Polymer Ltd Admin Building, PO Lepetkata, Dibrugarh, Assam. India. PIN-786006
(J)	LAST DATE & TIME OF BID SUBMISSION	18/07/2014 (1430 Hrs) (Tender must be submitted within above stipulated date and time)
(K)	DATE & TIME OF UN-PRICED BID OPENING	18/07/2014 (1500 Hrs)
(L)	BID EVALUATION CRITERIA (BEC)	Please see Appendix/Annexure-I to RFQ

- 2.0 Complete Tender Document and Price Schedule/Schedule of Rates are available on BCPL's website www.bcplonline.co.in , www.gaitenders.in and <http://eprocure.gov.in/epublish/app>

Corrigendum(s) and Record Notes of pre-bid discussions, if any, shall also be available on the referred web sites, and its bidder(s) responsibility to check website regularly.

- 3.0 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 (**Part A of Section VI**) and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.

EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 10 of ITB of Tender Document]

It should contain only the “copy of EMD/BG” and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the unpriced bid.

PART –II: Priced Bid:

It should contain only price schedule (**Part B of Section VI**) 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.

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.

- 4.0 **EARNEST MONEY DEPOSIT (EMD)/BID SECURITY:**

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.

5.0 DOCUMENTS AGAINST BEC:

The bidder is required to read BEC [Appendix -1 to IFB] carefully and ensures to furnish complete documentary evidences towards meeting BEC, as bid(s) of only those bidders who meet BEC in totality will be considered for further evaluation.

The PO/Work Order executed by bidder for his own/subsidiary concern shall not be considered for the purpose of meeting the experience criteria of BEC. However, job executed for subsidiary /fellow subsidiary/holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditors of the bidder towards proof of statutory tax in support of job executed for subsidiary /fellow subsidiary/holding company. Such bidder to submit these document(s) in addition to the documents specified in the bidding document to meet BEC.

All the above documents are required to be submitted in support of meeting the experience criteria of BEC.

6.0 SUBMISSION OF ORIGINAL CERTIFICATES/ DOCUMENTS:

The following original document(s) (along with any other document(s) which are asked in tender document for submission in original) must reach us on due date and time of bid submission:

- (i) DD/BG towards EMD
- (ii) Original Power of Attorney

The above document(s) must be sent in a sealed envelope super scribing as “Original EMD & Documents against Tender Reference No. **BCPL/DIB/C&P/2014/C/005/AR** so as to reach at following address:

Attn. Dy. General Manager (C&P)
Admin Building
Brahmaputra Cracker and Polymer Limited
P.O. – Lepetkata
Dist - Dibrugarh (Assam.), Pin – 786006

Above Document(s)/Bid(s) received after stipulated last date and time, due to any reasons what-so-ever, including postal delays will not be considered.

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

7.0 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.

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

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.

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.

Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.

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.

9.0 SERVICE TAX: -

While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.

Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.

Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.

Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.

The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.

Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.

Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

10.0 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:

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.

The quoted prices against various items shall valid in case of splitting of quantities of the items as above.

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

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.

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.

If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer-in-charge,the details like Name,Registration No.,Address,Contact No. details of material & value of procurement made,etc.of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

11.0 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.

- 12.0** Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased shall only be considered.

No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

13.0 PRICE BASIS:

Supply FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh

14.0 DELIVERY/COMPLETION SCHEDULE:

REFER SPECIAL CONDITION OF CONTRACT-SECTION III B of tender

15.0 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.

16.0 VAT / CST No. AND SALES :

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

17.0 SECURITY DEPOSIT:

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. **(To be read in conjunction with General Conditions of Contract-Goods)**

18.0 GUARANTEE/WARRANTY:

REFER SPECIAL CONDITION OF CONTRACT-SECTION III B of TENDER.

19.0 DESPATCH INSTRUCTION:

REFER SPECIAL CONDITION OF CONTRACT-SECTION III B of TENDER.

20.0 TERMS OF PAYMENT:

REFER SPECIAL CONDITION OF CONTRACT-SECTION III B of TENDER.

21.0 PRICE REDUCTION SCHEDULE (PRS):

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value. In case of delay in delivery of each lot of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of the delayed delivery value (of the particular lot under consideration) per week of delay or part thereof. However, total deductions because of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties. Clause nos. 26.2 & 26.3 of General Conditions of Contract-Goods shall also apply.

22.0 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.

23.0 INSURANCE:

Transit Insurance shall be arranged and paid by the supplier.

24.0 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.

25.0 AWARD CRITERIA:

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

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 ZERO DEVIATION:

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 may not seek confirmations / clarifications from the bidders. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed and as mentioned in the tender document.

In addition to above, bid with any deviation/modification to critical clauses & Rejection Criteria (refer (Instruction of Bidder) Clause no. 28) of bidding document shall be categorically rejected, without any clarification.

31.0 Immediately upon receipt of tender information, interested bidder must submit **F-1** “Acknowledgement Cum Consent Letter” duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format **F-1** “Acknowledgement Cum Consent Letter” attached in the tender failing which BCPL may not issue any tender to such bidder in future.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL

Thanking You,

Yours faithfully,
for Brahmaputra Cracker & Polymer Ltd.,

Amrisha Rajkhowa

Senior Officer (C&P)

E-mail: arajkhowa@bcplindia.co.in

0373-2914635/36

□ □ NOTE

1. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender and will not allow submission of bids once the closing date and time of the Tender [i.e. Due Date & Time of Bid-Submission] is reached. Postal delay will not be considered a basis for extension of bid due date and the bidder should dispatch their documents well in advance.
2. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.

Annexure/Appendix – 1 to RFQ

BID EVALUATION CRITERIA (BEC)

1. Bidder shall be a manufacturer OR an Authorized Dealer of manufacturer of offered VHF Walkie-talkie System

- A In case the bidder is a manufacturer, a copy of manufacturing license or copy of company registration/ISO certification/NSIC/SSI certificate or any other authentic document establishing the bidder as the manufacturer of offered **VHF Walkie-talkie System** needs to be submitted.
 - B In case bidder is an authorized dealer, copy of authorization certificate from the manufacturer who has authorized the bidder has to be submitted along with offer document.
2. Bidder must have experience for supplying of walkie talkie radio sets of execution value not less than Rs.3.50 lacs in any of the preceding seven years prior to the final due date of bid opening.

Bidders are required to submit copies of purchase order and proof of execution

Proof of execution shall mean submission of following certificates:

- a) Commissioning certificate which shall indicate commissioning of the whole system including receipt of license/demand note from WPC.
- b) Proof of payment/inspection note

All the above documents should be issued by end user, showing the reference no. of order, supplied qty., executed value and receipt of demand note/license from WPC in support of meeting BEC. All submitted document must be valid as on date of bid opening duly attested by Gazetted Officer /notarized by a Notary Public.

2.1.3 Bidder must have valid DPL (Dealer Possession License) at time of bidding.

Documentary proofs like copies of Purchase Orders, proof of supply and execution (as detailed 2.1.2 (a) & (b) above), installation certificate, license, undertaking etc. are to be submitted along with the bid, which should be duly attested by Gazetted Officer /notarized by a Notary Public.

Non-Compliance to above BEC shall hold the bid liable for rejection.

CUT-OUT SLIP

Section -IB

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2014/C/005/AR

**ITEM: BID DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING OF
WALKIE TALKIE RADIO SETS ALONG WITH LICENSE AT BRAHMAPUTRA
CRACKER AND POLYMER LIMITED**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 18/07/2014

Date and time for opening of bids : 15.00 hrs (IST) on 18/07/2014

From:

To:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMIN BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

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

CUT-OUT SLIP

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

SECTION -II

Instructions To Bidders

CONTENTS

Instruction to Bidders (ITB)

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- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
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- E. Bid Opening and Evaluation
- F. Award of Contract

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 Section V (Technical Specifications) / Section VI (Price Schedule).
- 1.2 The successful bidder will be expected to complete the supply of goods within the delivery period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/tender/offer”, “bidding / tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 Eligible Bidders:

- 2.1 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 This Invitation for Bids is open to any bidder.
- 2.3 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 Invitation for Bids.
- 2.4 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.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and

binding on the bidder.

- 2.7 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 Annexure1 to IFB. The bids of only those bidders shall be considered for further evaluation and award, which is meeting BEC in totality and have submitted sufficient documentary evidence in support of meeting BEC.

5.0 Cost of Bidding:

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

B. BIDDING DOCUMENTS

6.0 Content of Bidding Documents:

- 6.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause

Section I.	Invitation for Bids
Section IA	Cut-out slips
Section-II	Instruction to Bidders
Section IIIA	General Conditions of Contract-Goods
Section IIIB	Special Conditions of Contract
Section IV	Forms and Formats
Section V	Technical Specifications
Section VI	Price Schedule

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

7.0 Clarification of Bidding Documents:

- 7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 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 fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9.0 Language of Bid:

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

10.0 Documents Comprising the Bids:

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

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

- **PART-I: UN-PRICED (TECHNO-COMMERCIAL BID):** The "Un-Priced Bid" must be complete with the following:
 - (A) 'Covering Letter' on Bidder's 'Letter head'
 - (B) Original EMD / Bid Security
 - (C) Documents against BEC
 - (D) An affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying as given in clause no 6 in SCC
 - (E) 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
 - (F) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
 - (G) All other Forms & Format of Section IV (including F2,F3 F4, F5, F6, F7, F8, F-12,F-13,F-14 etc.) duly filled in
 - (H) Complete Tender Document duly signed
 - (I) All technical and commercial details other than the rate/price, bidder willing to submit
 - (J) 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.

C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl.**

12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL’s account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to **BCPL**. 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 Indian Rupees.

14.0 Documents Establishing Bidder’s Eligibility and Qualification:

14.1 Bid Evaluation Criteria (As per IFB)

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) 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 **90 days** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

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

17.0 EMD / Bid Security:

17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at State Bank of India, Main Branch, Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

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

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by The PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-40 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-41.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-40 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-41
 - iii) to accept correction of errors pursuant to ITB Clause-30
 - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- 17.8 Bid Security should be in favour of Brahmaputra Cracker & Polymer Ltd and addressed to BCPL. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.
- 17.9 Exemption of submission of EMD/Bid bond granted for the following firms against submission of documentary proof.
- ☐ Public Sector Undertakings.
 - ☐ Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

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

18.0 Pre-Bid meeting:

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Admin Building, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail (**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 IFB.

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 offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

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 Modification and Withdrawal of Bids:

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

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

27.0 Process to be Confidential:

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

27.1.2 Contacting the Purchaser

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

27.1.3 Preliminary Examination of Bids:

Techno-Commercial Bid Evaluation:

The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

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

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

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

27.1.4 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 30 Bids not conforming to Bid Evaluation Criteria Appendix – 1 to IFB and technical specifications/requirements shall be rejected.

28.0 REJECTION CRITERIA:

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

- i) Non- Compliance of BEC
- ii) Non-submission of EMD
- iii) Bid Validity lesser than specified period in tender
- iv) Non-acceptance of delivery period
- v) Request for advance payment
- vi) Non acceptance of Guarantee /Warranty
- vii) Non-submission of Firm and Fixed Price
- viii) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up)
- ix) Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender
- x) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc
- xi) Any other deviation to terms and conditions mentioned elsewhere in the tender, which leads to rejection of bid.

29.0 Priced Bid Opening:

- 29.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation.
- 29.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.
- 29.3 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

30.0 Arithmetic Correction

- 30.1 The bids will be checked for any arithmetic errors as follows.
- 30.2 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- 30.3 When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- 30.4 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 30.5 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 30.6 When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate, then the bid shall be evaluated based on the actual net sum of unit rates OR the Total unit rate quoted in Section VI (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".
- 30.7 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above

- provision shall not be applicable and such bid shall be rejected.
- 30.8 IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- 30.9 After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
- 30.10 If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 30.11 If the bidder does not accept the correction of errors, it's bid will be rejected.

31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each 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 loses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise have been availed by BCPL, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

F. AWARD OF CONTRACT

35.0 Post Qualification:

- 35.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial (not applicable in this tender), technical and production capabilities. It will be based upon an

examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

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

36.0 Award Criteria:

- 36.1 Subject to ITB Clause 26, 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 upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

38.0 PURCHASER's Right To Accept Any Bid and To reject Any or All Bids:

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

39.0 Notification of Award / Fax of Intent:

- 39.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of notification of award / Fax of Intent.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-41, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

40.0 Acceptance of Purchase Order:

PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

41.0 Performance Guarantee:

- 41.1 Within 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee

- for 10% of order value through DD/BG/LC in accordance with provisions of **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 Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General 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 Submission of False/Forged documents:

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

43.0 Income Tax Liability:

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

44.0 Corrupt or Fraudulent Practices:

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

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

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

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

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

45.0 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) Instruction to Bidders
- iii) Special conditions of contracts (Goods)
- iv) General conditions of contracts (Goods)

46.0 DEBARRING AN “ERRANT” BIDDER(S) FROM TENDERING PROCESS:

In case after price bid opening, the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in the bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the subject job(s)/item(s).

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in BCPL or directly with the IEMs on the panel c/o Chief Vigilance Officer, BCPL, Lepetkata, Dist. Dibrugarh, Assam

SECTION-III A

General Conditions of Contract-Goods (GCC-Goods)-Attached

Section IIIB

Special Conditions of Contract

CONTENTS

- 1. DELIVERY SCHEDULE**
- 2. PERFORMANCE BANK GUARANTEE (PG/CPBG/PBG)**
- 3. TERMS AND MODE OF PAYMENT**
- 4. PRICE REDUCTION SCHEDULE**
- 5. WARRANTY & SUPPORT SERVICES**
- 6. MODE OF SUBMISSION OF INVOICE**

Special Conditions of Contract (SCC)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail. Similarly, provisions of Volume -2 (Technical) shall over-ride any such provisions mentioned in SCC & GCC.

1. Delivery Schedule

Supply, installation, commissioning , testing, LOA copy issued by WPC (Wireless Planning Co-ordinator) and handing over of total system must be completed within Six Months from the date of LOI (Letter of Intent) from BCPL.

2. Performance Bank Guarantee

The bidder shall submit a “performance bank guarantee” for successful and trouble free operation of all the systems for a period of one year from the date of handing over of the system to BCPL. Please refer Clause 41 of ITB

3. Payment Terms:

- a) 70% payment against receipt and acceptance of complete Radio Sets with Accessories against submission of following documents
 - (i) Invoice cum deliver challan
 - (ii) Warranty Certificate
 - (ii) LOA /demand note issued by WPC for supply walkie-talkie handsets.
- b) 20 % payment will be released after obtaining Original License copy for the Frequency to be operated at BCPL for these mentioned Walkie-Talkie, Base Stations and Vehicle Mounted Mobile Radios issued by WPC, DoT.
- c) 10 % Payment for installation and commissioning will be done only after issuance of Acceptance Certificate by BCPL to the vendor on submission of Work Completion Certificate by the Vendor to BCPL.

4 Price Reduction Schedule

Price Reduction will be applicable @ ½ % of the total order/contract value per week of delay or part thereof in supply/completion of work subject to a maximum (ceiling) of 5% of total order/contract value for orders of materials, works, and service contracts. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The value referred in PRS clause excluding taxes and duties.

Clause nos. 26.2 & 26.3 of General Conditions of Contract-Goods shall also apply.

5 Warranty And Support Services

The system shall be guaranteed to give specified performance for a period of **min 24 (twenty-four) months** from the date of acceptance of the system by BCPL.

WARRANTY: The vendor cover all supplied handsets under manufacturer's warranty for a period of Twenty Four (24) months from the date of Acceptance. The warranty is against any manufacturing defect or Faulty workmanship.

During warranty period, vendor shall organize periodic free service camp at site by deputing qualified service engineer **at least once in every six month** for testing / servicing of the handsets. The vendor shall carry out following activities during site visits:

- Visual inspection of for any defect, damage
- Testing of Tx/Rx RF parameter
- Testing of Audio quality/ Range
- System integrity test
- Battery testing
- Servicing of each handset as per OEM approved procedures

A detailed site visit report needs to be submitted to Engineer-in-charge prior to leaving the site. If any device is not repairable at site, it will be sent to vendors authorized service center for repair. The time limit for rectification of the problem shall not exceed **30 days from date of receipt of faulty equipment at vendor's service center.**

During the warranty, the Vendor shall use his own instrument, spares, person-hour, communication facilities, hardware, software, spare parts, materials, etc. for rectification of any problem.

6. COMPATIBILITY WITH OTHER SYSTEM:

Vendor has to make sure that their offered items should have the compatibility with any other make of similar systems and can communicate seamlessly with other wireless radio Walki-Talkies of different make.

7. ADVANCE REPLACEMENT SERVICE

Under “Advance Replacement” service, vendor should provide replacement of a defective Fields Replacement Unit (FRU) by an equivalent FRU upon request of replacement from BCPL. Using this service, the vendor from its warehouse/ factory will ship an equivalent unit (feature, function, fit compatible) in maximum 30 days without waiting for receipt of the defective module / part(s). The defective module / part(s) will be sent to vendor immediately.

The above does not cover any failure due to improper handling, short-circuiting, lightening, accidental fall, water ingress, fire, earthquake etc. Repair/ services for such cases shall be on chargeable basis.

Section IV

FORMS & FORMATS

FORMS & FORMATS

SR. NO.	FORM NO.	DESCRIPTION
1.	F-1	ACKNOWLEDGEMENT CUM CONSENT LETTER
2.	F-2	BIDDER'S GENERAL INFORMATION
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING
4.	F-4	BID FORM
5.	F-5	CHECK LIST
6.	F-6(A)	LETTER OF AUTHORITY
7.	F-6(B)	POWER OF ATTORNEY
8.	F-7	NO DEVIATION CONFIRMATION
9.	F-8	CERTIFICATE
10.	F-12	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT [EMD] / BID SECURITY
11.	N.A	INSTRUCTIONS FOR FURNISHING BID- GUARANTEE BANK GUARANTEE
12.	F-13	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE
13.	N.A	INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE
14.	F-14	AGREED TERMS AND CONDITIONS

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

Acknowledgement cum consent letter**F-1**

(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 arajkhowa@bcplindia.co.in or FAX 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,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914635/36

Dear Sir,

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

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

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

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

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

Signature and Seal of Bidder

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extension of bid submission date

- o Any other reason (please specify)

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

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone:+91373914635/36

- 1 Bidder Name: _____
- 2 Number of Years in Operation: _____
- 3 Registered Address: _____

- 4 Operation Address
if different from above: _____

- 5 Telephone Number _____
(Country Code) (Area Code) (Telephone
Mobile No./Direct No. _____
- 6 E-mail address & Web Site _____
- 7 Tele fax Number _____
(Country Code) (Area Code) (Telephone Number)
- 8 ISO Certification, if any (If yes, please furnish details)
- 9 Indicate shipping detail(s) i.e. weight (net and gross) & volume of the
consignment separately for each item quoted in price schedule.

(SIGNATURE OF BIDDER WITH SEAL)

BIDDER'S QUERIES FOR PRE BID MEETING**F-3**

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914635/36

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

NOTE: The Pre-Bid Queries may be sent by e-mail to arajkhowa@bcplindia.co.in before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____ **NAME OF BIDDER** _____

BID FORM**F-4**

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone:+91373 2914635/36

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 Three (3) 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

F-5

[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,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone:+91 373 2914635/36

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

- 1) EMD Details: DD [] BG [] LC []
No... Date..... Amount- Rs.....Validity.....
- 2) Whether EMD/bid Security of requisite amount has been forwarded to BCPL, Lepetkata before bid submission, which must reach BCPL, Lepetkata within 7 days of bid closing date and copy attached alongwith offer. [YES/NO]
- 5) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed. [Page-]
- 6) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted alongwith “UN-PRICED BID” [Page-]
- 7) No Deviation Certificate [Page-]
- 8) Power of Attorney in the name of the signatory to the Bidding Document [Page-]
- 9) Duly filled-in and signed Agreed Terms and Conditions [Page-]
- 10) 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-]
- 11) Confirm bid is submitted Under Two Bid System [YES/NO]
- 12) 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]
- 13) 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. [YES/NO]
- 14) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document

- i) [List out all such requirement and submissions] [Page-]
ii) ----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)

LETTER OF AUTHORITY

F-6(A)

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING BID OPENING
AND SUBSEQUENT NEGOTIATIONS/CONFERENCES**

Bidder Ref:.....

Date:

To,
DGM (C&P)
BCPL CENTRAL
WAREHOUSE
LEPETKATA, DISTT-
DIBRUGARH
(ASSAM) INDIA - 786006

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-
priced bid opening and price bid opening.

Name & Designation _____ Signature _____.

Yours

faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney.

POWER OF ATTORNEY

(to be submitted on the letter-head of company)

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914635/36

SUBJECT: PROCUREMENT OF _____
Tender No- _____

“The undersigned _____(Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____(Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____(Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid ,conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____(Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID

(Name of person)

E-mail id:

NO DEVIATION CONFIRMATION

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914635/36

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 against subject tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

CERTIFICATE

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh,
Assam
(India)
Phone: +91 373 2914635/36

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of _____the following certificate shall be automatically enforceable:

“We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorised to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

Seal and Signature of Bidder

Signature and Seal of Bidder

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

BCPL ,
LEPETKATA

Dear Sir(s),

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

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer 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 tenderers by BCPL 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 Tenderer.

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be 6 months 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. _____
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 _____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING BID BANK GUARANTEE

1. 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.
2. 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 Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. 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 Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax/.From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**(PERFORMANCE SECURITY) - UNCONDITIONAL****(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Ref.:

Date:

Bank Guarantee No.:

To,
Brahmaputra Cracker & Polymer Limited
PO. Lepatkata,
Dibrugarh, Assam.

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 warranty quality _____ to Owner/Purchaser.

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

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

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

relation to the SELLER’S liabilities.

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

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

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

This guarantee is valid until the _____ day of _____ 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)

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

Date:

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.

AGREED TERMS AND CONDITIONS-INDIAN BIDDER

(Bidders must confirm / comment to all points)

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid failing which offer may be considered as non-responsive. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	Tender Fee Details – NOT APPLICABLE	
3.0	EMD/Bid Security Details	
3.1	EMD Amount	Rs.
3.2	BG/DD No & Date	
3.3	Bank's Name & Branch Address	
3.4	Validity of BG/DD	
3.5	Date on which Original EMD submitted to BCPL	<Date> If sent by Courier, please mention Courier Co Name, Tracking No etc., hereunder:
4.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
4.1	List of Documents submitted against Technical Criteria	
5.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS, REFER CL NO. 11 OF IFB [WITHIN 7 DAYS FROM TENDER OPENING]	
5.1	Original EMD/Bid Security	
5.2	Original Power of Attorney (in format F 6b)	
5.3	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
6.0	ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]	
6.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order.	
6.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	
6.4	No Deviation(s) taken against "SCC & Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	
6.5	Rates are quoted in "Part-II : Price Bid" exactly in the format as provided in tender document and with all break-up as asked therein.	
6.6	Transportation Charges up to BCPL Lepetkata have been clearly indicated	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	against each item in "Part-II : Price Bid"	
6.7	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
6.8	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
6.9	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
6.10	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
6.11	Accepted Guarantee/warranty as per Tender Document & its Corrigendum (if any)	
6.12	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	
6.13	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
6.14	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
7.0	SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN "PART-I : UN-PRICED BID":	
7.1	Bid Covering letter	
7.2	Confirmation towards submitted of form F1 within 7 days of receipt of NIT/ Tender Information.	
7.3	form F2 duly filled	
7.4	Submitted form F3 before pre-bid meeting	
7.5	form F4 duly filled	
7.6	form F5 duly filled	
7.7	form F6(A) duly filled	
7.8	form F6(B) duly filled	
7.9	form F7 duly filled	
7.10	form F8 duly filled	
7.11	form F14 duly filled	
7.12	Any other Forms/formats duly filled-up in all respects	
7.13	An affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying as given in clause no 7 in SCC	
7.14	Submitted "Price Schedule" format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
7.15	Complete Tender Document alongwith its Corrigendum/Amendment etc., digitally signed	
8.0	ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:	
8.1	Confirm acceptance of repeat order clause as per Tender Document.	
8.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	Not Applicable
8.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges except transit insurance.	
8.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable
8.5	Confirmation of acceptance to the terms and conditions of tender Document including its Corrigenda/addenda, if any, in totality.	

8.6	Indicate dispatch point (Place from which material will be dispatched)	
8.7	Furnish the currency of quote	INR
8.8	(a) Indicate item wise present rate of excise duty applicable extra on finished products and confirm the same is excluded from quoted basic price and mentioned separately. (b) Statutory variation in Excise Duty on finished products shall be to Owner's account within contractual delivery period. (c) If there is any variation in Excise duty at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder. (d) If Excise Duty is presently not applicable confirm the same will be borne by you in case it becomes leviable later. (e) In case (c) or (d) is not acceptable, confirm maximum rate of Excise Duty chargeable. (f) Confirm submission of CENVAT invoice to enable BCPL to avail cenvat benefit for full value of quoted ED & Cess. 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.(Refer clause no 34 of ITB)	(a)..... (b)..... (c)..... (d)..... (e)..... (f).....
8.9	Indicate item wise rate of Sales Tax/VAT on finished products : i) CST with 'C' form. ii) Local Sales Tax/VAT (in case supplies are made within originating state) with Concessional form. iii) If there is any variation in CST/Vat at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder.	(i)..... (ii)..... (iii).....
8.10	i) Taxes & duties shall be payable at rates as applicable at the time of supply or within contractual delivery date, whichever is earlier. Any reduction in taxes and duties at the time of supply after contractual delivery date shall be passed on to the Owner and any increase shall be borne by bidder. ii) Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	(i)..... (ii).....
8.11	Confirm transit insurance is excluded from the quoted prices.	
8.12	i) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. ii) Inspection (and associated charges) shall be carried out as per terms and conditions mentioned in the bid document. Confirm unconditional acceptance to the same.	(i)..... (ii).....
8.13	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
8.14	Confirm List of 2 year O&M Spare's rates are mentioned in Section VI (B). (<u>Note:</u> Same will not be considered for evaluation)	Not applicable
8.15	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
8.16	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. (Such bids may not be evaluated)	

8.17	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
8.18	Confirm that the contents of the Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
8.19	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on	
8.20	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
9.0	PACKING DETAILS AND RELATED INFORMATION:	
9.1	Gross Weight & Nett Weight (for complete scope of supply) in Kg.	
9.2	Gross Volume (for complete scope of supply) in Cubic Meter	
9.3	Hazardous / Non-Hazardous	
9.4	Stackable / Non-Stackable	
9.5	Type of Container required for Sea-Shipment	
9.6	No. of total Container required for Sea-Shipment	
10.0	Seller's Offer Ref No. & Date	
	Name of Person authorized for digital signature of offer and for any subsequent communication(s) & decision in tendering process (ensure to furnish Power of Attorney on company letter head in the name of this person duly signed by Competent Person/MD/Chairman/Director/Proprietor/Partner etc.)	
	e-Mail ID & Contact information of person	

Section V

Technical

Specification

CONTENTS

1. SCOPE OF WORKS
2. BIDDERS DATA REQUIREMENT FOR TECHNICAL EVALUATION
3. CERTIFICATE FOR POST SALE SUPPORT
4. TECHNICAL SPECIFICATION CUM EVALUATION SHEET FOR
SUPPLY OF WALKIE –TALKIES
5. SCOPE OF SUPPLY

DESCRIPTION OF WORK:

Brahmaputra Crackers & Polymers Limited (A Govt. of India Undertaking under Ministry of Petroleum & Natural Gas), a project is under progress for production of petrochemical products. (www.bcplonline.co.in)

To provide real time communication in hazardous areas and to deal with critical/ emergency situations, intrinsically safe VHF Walkie – Talkie Hand Held Radio sets, Base stations and Vehicle Mounted Mobile Stations will be used within the perimeter of petrochemical complex by CISF for security surveillance.

BCPL has already obtained license from WPC for operating following type of devices in VHF band:

Handheld Walkie – Talkie = 19 Nos.

Additionally, 29 nos. of intrinsically safe handheld Walkie-Talkie Radio, 3 nos. of Base Stations and 3 nos. Vehicle Mounted Mobile Stations are required.

Under the scope of present tender, vendor shall supply all related goods and provide all related services including programming, testing, documentation, warranty, WPC clearance, training, etc complete in all respect for delivery of total 35 **units** of VHF based radio sets as mentioned above suitable for Petrochemical Plants at BCPL, Lepetkata, Dibrugarh. The detailed scope of work & supply shall include but not limited to the following:

(A) OBTAINING LICENSE FROM WPC/DOT

(B) SITE ACCEPTANCE TEST

(C) WARRANTY SUPPORT

(D) TECHNICAL SUPPORT

DETAILED SCOPE OF WORK

A) OBTAINING LICENSE FROM WPC/DOT: The vendor shall be responsible for Liaisoning/ co-ordination with WPC /DOT for obtaining necessary clearance / license for offered walkie-talkie handsets, which includes the following:

- 1) Preparing of case files, documentation, specifications, application forms, drawings etc.
- 2) Processing and submission of application for 35 additional radio sets.
- 3) Periodic follow up, co-ordination with WPC /DoT offices for processing of LoA.
- 4) Obtaining LOA and demand note for new handsets
- 5) Collection of Cheque /DD prepared by BCPL covering spectrum charges, royalty, license fee etc and submission/deposit of the same to WPC/DoT for processing of License.

(BCPL shall make payment of any such charges to WPC within 15 days after receiving estimate, demand note from WPC)

- 6) Arranging inspections/ testing of the system by statutory authorities
- 7) Installation of Base Stations and Vehicle Mounted Radio Sets including cabling. Any additional requirement of cables from Antenna to Base Stations at site other than the standard supply as mentioned in the Schedule of Rates will be provided by BCPL.

BCPL shall provide all relevant documents, existing license details, and pay any applicable license fees, deposits etc within 15 days of submission of demand note to BCPL. Such fees paid by BCPL to WPC should not have any bearing on overall purchase value and hence should be excluded from rate quoted by the bidder.

However, vendor shall be solely responsible for obtaining necessary license from DOT / WPC for new /replacement handsets.

B) SITE ACCEPTANCE TEST: After delivery of handsets at site, vendor shall arrange site acceptance test for supplied handsets covering the following as minimum:

- (i) Verification of Inventory
- (ii) Verification of frequency parameters programmed in each device
- (iii) Verification of Technical specifications
- (iv) Verification of RF output power.
- (v) Verification of IS batteries/backup time
- (vi) Verification of documents and test reports including
 - Product Catalog
 - User manual
 - Service manual
 - Verification of IS certificate and Test reports from statutory/recognized agencies
 - Warranty certificate
 - Post warranty support certificates
- (vii) Verification of WPC license documents (LoA, ETA, Import, DPL etc)
- (viii) Field testing, trail run (min 24 hrs) for coverage, audio quality, interference etc

For all types of inspection & testing, vendor shall prepare and submit Test Procedures if any & Plans to BCPL for 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.

i. TEST REPORT:

The observations and tests 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.
- ii. BCPL and/ or any third party/agency (appointed by BCPL), reserve the right to inspect and test each equipments for verifying and testing their guaranteed performance & specifications.

(C) WARRANTY AND SUPPORT SERVICES:

The system shall be guaranteed to give specified performance for a period of **min 24 (twenty-four) months** from the date of acceptance of the system by BCPL.

WARRANTY: The vendor cover all supplied handsets under manufacturers warranty for a period of Twenty Four (24) months from the date of Acceptance for the Radios and Twelve (12) months for the battery and accessories. The warranty is against any manufacturing defect or Faulty workmanship.

During warranty period, vendor shall organize periodic free service camp at site by deputing qualified service engineer **at least once in every six month** for testing / servicing of the handsets. The vendor shall carry out following activities during site visits:

- Visual inspection of for any defect, damage
- Testing of Tx/Rx RF parameter
- Testing of Audio quality/ Range
- System integrity test
- Battery testing
- Servicing of each handset as per OEM approved procedures

A detailed site visit report needs to be submitted to Engineer-in-charge prior to leaving the site.

If any device is not repairable at site, it will be sent to vendors authorized service center for repair. The time limit for rectification of the problem shall not exceed **30 days from date of receipt of faulty equipment at vendor's service center.**

During the warranty, the Vendor shall use his own instrument, spares, person-hour, communication facilities, hardware, software, spare parts, materials, etc. for rectification of any problem.

D. ADVANCE REPLACEMENT SERVICE

Under "Advance Replacement" service, vendor should provide replacement of a defective Fields Replacement Unit (FRU) by an equivalent FRU upon request of replacement from BCPL. Using this service, the vendor from its warehouse/ factory will ship an equivalent unit (feature, function, fit compatible) **in maximum 30 days without** waiting for receipt of the defective module / part(s). The defective module / part(s) will be sent to vendor immediately.

The above does not cover any failure due to improper handling, short-circuiting, lightening, accidental fall, water ingress, fire, earthquake etc. Repair/ services for such cases shall be on chargeable basis.

PART II - BIDDERS DATA REQUIREMENT FOR TECHNICAL EVALUATION

1. Please enclose manufacturer's data sheet, product catalog, and other technical documents along with evaluation sheet (signed & stamped). All the technical specifications as mentioned in part III (Technical Specification Cum Evaluation Sheet) of this document for various equipments have to be highlighted in the product catalogues/brochures conforming the meeting of the criteria.
2. Vendor may quote more than one model, if technical specifications meet the evaluation criteria.
3. Evaluation sheets have to be filled in without any overwriting (with sign and seal).
4. Use separate sheets for each model.
5. Please furnish copy of Certificate and test reports clearly indicating the offered equipments meets to following standards:
 - (i) Intrinsically Safe "i.e.," suitable for use in Hazardous areas classified as Class I, II, III, Division 1, Group A, B, C&D (Applicable for Walkie-Talkie).
 - (ii) Offered equipments are min IP54 rated.
 - (iii) Offered equipments complies MIL /ISO standards as per the required Technical Specifications.
6. Equipments quoted by bidder should not be obsolete /discontinued by the OEM. Written confirmation from OEM to ensure availability of spares for 5 years to be provided as per **ANNEXURE-I**.
7. Supply of the Items shall be acceptable at site only after receiving Demand Note from WPC or otherwise on special requests from the customer i.e., BCPL, but the Liaisoning and necessary permission from WPC for the same has to be done by the bidder with WPC for the use of the same on temporary/testing basis.
8. Technical Specs of the offered product against those mentioned as the specific technical specifications requirement of BCPL must be mentioned in a separate sheet in a tabular form and must be signed and stamped by the Bidder.

1. CERTIFICATE FOR POST SALE SUPPORT

No. _____ Date: _____

BCPL (India) Limited,
Petrochemical Complex,
Subject: Walkie-Talkie System for Petrochemical Complex, BCPL
Reference: Tender no.....

Dear Sir,

We, _____, the OEM of _____, hereby certify that we shall support the following post sale services of our products / systems / equipments (in line with the tender requirement), which are offered under this tender, directly or through our authorized partners in India over a minimum period of 5 years from date of their supply to BCPL:

1. Supply of Spares;
2. Repairing & Return of Faulty parts / modules;
3. Technical Support

We confirm that we shall be bound by all commitments made hereby.

Yours faithfully,

Signature of Authorized Signatory
Date:
Name:
Place:
Designation:

Seal:

Note: This 'Certificate for Post Sales Support' should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM.

PART III - TECHNICAL SPECIFICATION CUM EVALUATION SHEET

Technical Specifications for Walkie-Talkie

TRANSMITTER		RECEIVER	
*Frequency (MHz)	136-174	Frequency (MHz)	136-174
Channel Capacity	16	Sensitivity (12dB SINAD)	0.25µV
Channel spacing	12.5/20/25 KHz	Intermodulation(EIA)	within 65-75 dB
Freq Stability:(-30oC to 60oC,+25oCRef.)	+0.00025%	Adjacent Channel Selectivity	60-70 dB
Power	<=5W	Spurious Rejection	70 dB
Modulation limiting	±2.5 @ 12.5kHz, ±4.0 @ 20kHz, ±5.0 @ 25kHz	Audio Output	400-500 mW
FM Hum & Noise	40 to 45 dB	Hum and Noise	40 to 45 dB
Audio Distortion	<=3%	Audio Distortion	<=3%

ENVIRONMENTAL PROTECION:

Sealing: Withstands rain testing per MIL STD 810 C / D / E and minimum IP54

Shock and Vibration: Protection provided via impact resistant housing exceeding MIL STD 810-C/D/E and TIA/EIA 603

Dust and Humidity: Protection provided via environment resistant housing exceeding MIL STD 810 C / D / E

Protection: Intrinsically Safe “i.e.,” suitable for use in Hazardous areas classified as Class I, II, III, Division 1, Group A, B, C&D.

Power Supply: through rechargeable Intrinsically Safe Battery

Warranty: Radio should be backed by a Two-Year warranty on radio parts and labour (one-year warranty on the battery, charger, antenna and belt clip).

Reliability and Quality:

1. Stamp of approval from the U.S Military for use in rough environments.
2. Compliance with ISO 9001 Standard – an international quality system assurance on design, development, production, installation and servicing of a product.

Technical Specifications for Base Stations and Vehicle Mounted Mobile Station

Base Station & Vehicle Mounted Mobile Radios	
Frequency Range	136-174 MHz
Frequency Stability	+2.5ppm
Channel Capacity	128 Channels
Power Output	25-45 W
Power Supply	10.8 - 15.65 Vdc (Negative Vehicle ground - for Vehicle Mounted)
Channel Spacing	12.5/20/25 kHz
Operating Temperature	- 30° C to +60° C
Sealing	Passes rain testing to IP54
Shock and Vibration	Meets MIL-STD 810-C,D&E and TIA/EIA 603
Dust	Meets MIL-STD 810-C,D&E and TIA/EIA 603
Humidity	Meets MIL-STD 810-C,D&E and TIA/EIA 603

Section VI

Price Schedule

PRICE SCHEDULE/SCHEDULE OF RATES (UN-PRICED BID SOR)

Sl n o	Description of items	UO M	Qt y.	Unit Rate (Rs)		P&F charge s (%)	Exise Duty/ Service Tax In (%)	CST (against form-C)/ VAT (%)	Freight upto lepetkat a (Rs)	Minimum amount of cenvat credit passed on to BCPL (Rs)	Total unit rate FOT Lepetkat a	Total amount = TOTAL UNIT RATE x QTY.
				In fig	In words							
a	b	c	d	e	f	g	h	i	j	k	l	m= l x d
1	Supply of Intrinsically safe walkie-talkies handsets with frequency band 136-174 MHz, 16 programmable channels, 12.5/20/25 KHz channel spacing, max 5W power output, complete walkie-talkies sets including a rechargeable (IS) battery with belt clip, helical antenna, and desktop rapid charger with adaptor as per scope of work and technical specifications.	EA	29	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
2	Supply of Fixed Station with compact palm microphone cable, Hang up clip, Power Supply, Cable (30 mtr), Antenna, Patch Cord, I connector, Operating Manual.	EA	03	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
3	Vehicle mounted Mobile Station with Power Supply/Converter unit, Mobile Antenna with 3 mtr cable, Operating Manual. Programming with WPC allotted Frequency.	EA	03	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
4	Installation & commissioning of items as mentioned above	Lot	1	Do not	Do not	Do not	Do not quote	Do not	Do not	Do not	Do not	Do not

				quote	quote	quote		quote	quote	quote	quote	quote
5	Liasoning with WPC for Demand Note and Licence (refer SOW for details Scope of Work).	Lot	1	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote

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

Signature of Authorized Signatory_____

Place: _____

Name & Designation: _____

Date: _____

Seal: _____

Cenvat invoice will be submitted : Yes/No

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid

PART B

PRICE SCHEDULE/SCHEDULE OF RATES (PRICED BID SOR)

Sl no	Description of items	UOM	Qty.	Unit Rate (Rs)		P&F charge s (%)	Exise Duty/ Service Tax In (%)	CST (against form-C)/ VAT (%)	Freight upto lepetkat a (Rs)	Minimum amount of cenvat credit passed on to BCPL (Rs)	Total unit rate FOT Lepetkat a	Total amount = TOTAL UNIT RATE x QTY.
				In fig	In words							
a	b	c	d	e	f	g	h	i	j	k	l	m= l x d
1	Supply of Intrinsically safe walkie-talkies handsets with frequency band 136-174 MHz, 16 programmable channels, 12.5/20/25 KHz channel spacing, max 5W power output, complete walkie-talkies sets including a rechargeable (IS) battery with belt clip, helical antenna, and desktop rapid charger with adaptor as per scope of work and technical specifications.	EA	29									
2	Supply of Fixed Station with compact palm microphone cable, Hang up clip, Power Supply, Cable (30 mtr), Antenna, Patch Cord, I connector, Operating Manual.	EA	03									
3	Vehicle mounted Mobile Station with Power Supply/Converter unit, Mobile Antenna with 3 mtr cable, Operating Manual. Programming with WPC allotted Frequency.	EA	03									
4	Installation & commissioning of items as mentioned above	Lot	01									
5	Liasioning with WPC for Demand Note and Licence (refer SOW for details Scope of Work).	Lot	01									

Signature of Authorized Signatory_____

Cenvat invoice will be submitted : Yes/No

Place: _____

Name & Designation: _____

Date: _____

Seal: _____

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.