



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

Part-A

REQUEST FOR QUOTATION (RFQ)

RFQ No.:BCPL/DIB/C&P/2012/M/016/MKB

Date: September 26, 2012

To,

Sub.: Procurement of Helmet, footwear for BCPL, Dibrugarh

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for supply of industrial safety helmet, safety shoe and gumboot as per **Annexure –I & Annexure - II** at BCPL - Dibrugarh, as detailed below in complete accordance with enclosed tender document:

- | | |
|---|--|
| i) Name of work | : Supply of industrial safety helmet, safety shoe and gumboot. |
| ii) Last date and time for submission of tender | : 16/10/2012 at 14:30 Hrs IST. |
| iii) Date and time for opening of bids | : 16/10/2012 at 15.00 Hrs IST. |
| iv) EMD* | : Rs. 17,500 /- (Through DD/BG in favour of M/s Brahma Putra Cracker and Polymer Limited, payable at SBI, Dibrugarh). *Small Scale Industries registered with the NSIC, under its Single Point Registration Scheme, shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. |
| v) Place of submission of tender | : OFFICE OF THE SR. MANAGER (C&P)
BRAHMAPUTRA CRACKER AND POLYMER LTD.
CENTRAL WARE HOUSE, NEAR ADMIN GATE,
P.O: LEPETKATA, PIN – 786006
DIBRUGARH, ASSAM. |

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

Project Site Office: Main Fire Station Building, P.O. Barbaruah, Lepetkata, Dibrugarh-786006, Assam, Tel: 0373- 2914611/604/600

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

Part-A

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

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

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

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

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

PRICE BASIS:

FOR, DESTINATION(BCPL, LEPETKATA-DIBRUGARH).

DELIVERY/COMPLETION SCHEDULE:

Material shall be delivered on staggered basis into 4 lots as stated under:

- a) 1st lot shall be delivered within 03 to 04 weeks from the date of purchase order comprised of 50 nos. of blue helmets, 50 nos. of safety shoe & 50 nos. of gumboot.
- b) The subsequent lots to be delivered on intimation from the BCPL. The last lot to be intimated within 01 year from the date of PO, minimum order quantity against each lot shall be as per 1st lot.

VALIDITY PERIOD OF OFFER:

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

SECURITY DEPOSIT/WARRANTY:

Not Applicable

INSPECTION:

Inspection and Testing of the goods shall be done at the site / designated store only.

CONSIGNEE ADDRESS:

BRAHMAPUTRA CRACKER AND POLYMER LTD
CENTRAL WAREHOUSE, NEAR ADMIN GATE,
P.O. LEPETKATA, PIN – 786006
DIBRUGARH, ASSAM

TERMS OF PAYMENT:

100% payments shall be made lotwise within 30 days after receipt and acceptance of material at our designated store.

INSTRUCTION TO BIDDER:

Bidder must provide sample as per quoted item along with offer on returnable basis, failing which, offer shall be liable for rejection.

PRICE REDUCTION SCHEDULE (PRS):

Price reduction @0.5% of the total order value per week for delay in supplies of undelivered quantity of the lot in subject to a maximum (ceiling) of 5% of total order value will be applicable. PRS is excluding taxes and duties (Refer to clause No. 10 of GPC).

ENTRY TAX FOR OUTSIDE BIDDERS OF ASSAM:

Entry Tax (maximum rate is 4%) for outside bidders of Assam shall be applicable if the bidders do not have valid VAT - TIN Registration under Assam VAT Act 2003 and accordingly the same shall be loaded during evaluation of bids. Alternatively, the bidders can give their consent at ANNEXURE - IV to deduct the entry tax from their bills at source.

FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed. Any price variation/conditional price will be treated as non-responsive and rejected. The price quoted by the bidder shall be valid for 01 year from the date of opening of bid.

LATE BIDS:

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

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

OPENING OF PRICE BIDS:

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

AWARD CRITERIA:

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

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

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

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

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

JURISDICTION OF COURT:

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

ARBITRATION:

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

FORCE MAJEURE

Shall mean and be limited to the following:

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

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

Rejection Criteria:

- I. Non acceptance of PRS clause.
- II. Non acceptance of staggered delivery basis.
- III. Deviation in payment terms from the specified terms as mentioned in tender.
- IV. Non-submission of firm prices till validity period of contract i.e. for 01 year.
- V. Scope of supply i.e. Price Basis.
- VI. Non-submission of sample.
- VII. Deviation of tender condition.

Part-A

ENCLOSURE:

PART - A

- a) ANNEXURE – I (SPECIFICATION OF Industrial Safety Helmet{Page No.6-10})
- b) ANNEXURE – II (NON-QUOTE SOR {Page No. 11}).
- c) ANNEXURE – III (CHECK LIST {Page-12}).
- d) ANNEXURE –IV (CONSENT LETTER{Page-13}).
- e) ANNEXURE –V(GPC {Page No. 14-18}).

PART - B

- f) ANNEXURE –VI PRICE BID – (SOR) {Page No. 20}.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914611 / email – mkbinjola@bcplindia.co.in latest by 10.10.2012. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder before 10.10.2012.

Yours truly,

For and on behalf of Brahmaputra Cracker and Polymer Ltd.

(MANISH KUMAR BINJOLA)

Executive Trainee(C&P)

0373-2914611

Email id: mkbinjola@bcplindia.co.in

SPECIFICATION OF INDUSTRIAL SAFETY HELMET**विनिर्दिष्टमान / SPECIFICATION**

क	औद्योगिकसंरक्षाहेलमेटमज़बूत, हल्का, आघातप्रतिरोधी, रासायनिकपदार्थप्रतिरोधीबिदुतअ - परिवाही, हाईडेन्सिटिपालि - ईथिलिन, थर्मोप्लास्टिक / पॉलीमरमिश्रधातु (फाइबरग्लासऔरनायलॉनकेमिश्रण) सेबनाहोनाचाहिए।
a	Helmet shall be tough , light weight, high impact resistant, chemical resistant, high dielectric strength (non conductor of electricity), high density polyethylene thermoplastic / Polymer Alloy (Mixture of Fibre Glass and Nylon)
ख	औद्योगिकसंरक्षाहेलमेटकाराचेटकेसाथसंयजनीयहेडबेण्डहोनाचाहिए।
b	The safety helmet shall have adjustable head band with ratchets.
ग	औद्योगिकसंरक्षाहेलमेटकेन्युनतमछहपाईन्टहारनेसहोनाचाहिए।
c	Shall have minimum six pointmoulded harness.
घ	औद्योगिकसंरक्षाहेलमेटकेललाटकेस्थानपरवायुसंचारहोनंवालापसीनाअवशोषकपट्टीहोनाचाहिए।
d	Shall have ventilated sweat band around the forehead.
ज	औद्योगिकसंरक्षाहेलमेटकेचिनपरलगानेवालापट्टीहोनाचाहिए।
e	Industrial Safety Helmet shall have chinstrap.
च	औद्योगिकसंरक्षाहेलमेटमेंईयरमाफ, फेससिल्डजैसेउपसाधकलगानेकेलिएव्यवस्थाहोनाचाहिए।
f	Industrial Safety Helmet Shall have slot type arrangement for clip on accessories like ear muff, face shield etc.
छ	औद्योगिकसंरक्षाहेलमेटकेहेडबेण्डकेपासपर्याप्तस्थानवायुसंचारकेलिएहोनाचाहिए।
g	Sufficient ventilation shall be provided through space between head band and shall have sufficient no of ventilation holes wherever permissible.
ज	औद्योगिकसंरक्षाहेलमेटकेसर्वाधिकवजन 400 ग्रामहोगा, कमवजनवालेऔद्योगिकसंरक्षाहेलमेटकोवरीयतादियाजाएगा।
h	Weight of Industrial Safety Helmet shall not exceed 400 gm, lower weight shall be preffered.

झ	औद्योगिकसंरक्षाहेलमेटकेभारतीयमानकव्युरोद्वारामान्यताआय. एस. : 2925 मान्यताप्राप्तहोनाचाहिए।अगरपॉरचेज़ऑर्डरप्राप्तहोताहैतोआपूर्तीसेसाथभारतीयमानकव्यु रोकेमान्यताकाप्रमाणपत्रसंलग्नकरें।
i	The safety helmet shall be conforming to IS : 2925 and shall have ISI Mark (If confirmed Purchase Order is placed, copy of BIS approval to be provided with supply)
ऑ	औद्योगिकसंरक्षाहेलमेट, खानसुरक्षामहानिर्देशालय / ई. एन. 397 केअनुसार / द्वारामान्यताप्राप्तहोनाचाहिए।अगरपॉरचेज़ऑर्डरप्राप्तहोताहैतोऔद्योगिकसंरक्षाहेलमेटके आपूर्तीसेसाथखानसुरक्षामहानिर्देशालय / ई. एन. द्वारामान्यताकाप्रमाणपत्रसंलग्नकरें।
j	The safety hemet shall have EN / DGMS approval. (If confirmed Purchase Order is placed Copy of EN / DGMS approval to be provided with supply)
ट	औद्योगिकसंरक्षाहेलमेटकेउपरस्क्रीनप्रिन्टद्वारातीनरंगकेबी. सी. पी. एल. लोगोअंकितहोनाचाहिए।
k	Shall have three colour BCPL logo painted on front face of the helmet, through screen printing
ठ	निविदादस्तावेज़केसाथनमूनाऔद्योगिकसंरक्षाहेलमेटप्रत्यावर्तनीयरूपमेंभेज़नाहोगा।
l	Sample of safety helmet to be sent along with the Tender Document on returnable basis.
ड	औद्योगिकसंरक्षाहेलमेटकिसीप्रतिष्ठितमॉडलकीहोनीचाहिए, ऑफरकेसाथमेकऔरमॉडलकीउल्लेखकरें।
m	Industrial Safety Helmet shall be of reputed make, make and model to be mentioned in the offer

Part-A

SPECIFICATION OF INDUSTRIAL SAFETY SHOE

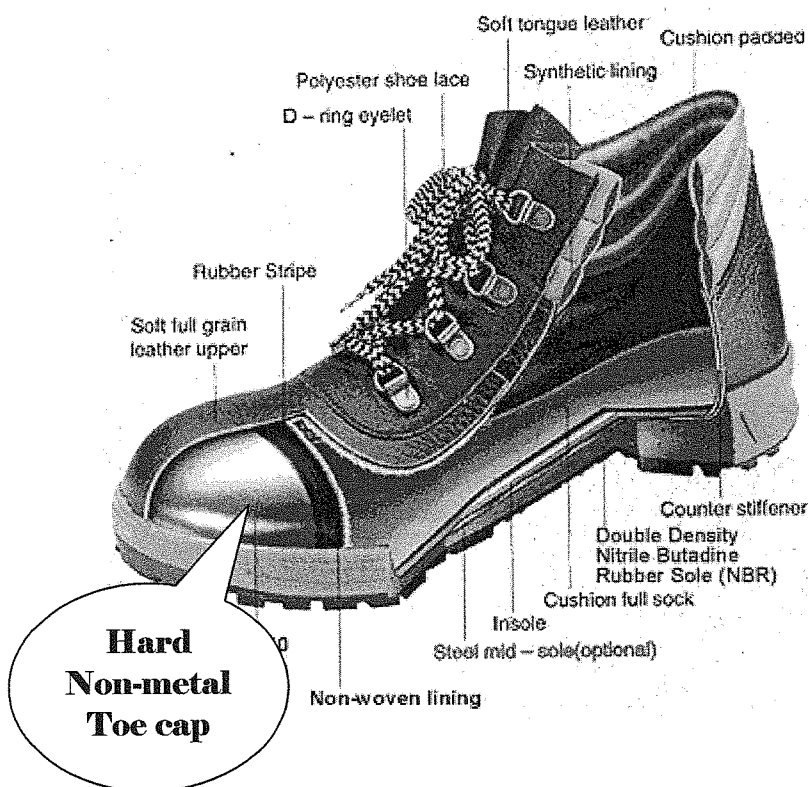
Industrial Safety Shoe

1. Industrial Safety Shoe shall be of a reputed make Make and Model of BATA / Liberty / Allen Cooper.
2. Industrial Safety Shoe with mammal plain high grade upper leather,
3. The Industrial Safety Shoe must be comfortable for continuous heavy duty industrial use.
4. The sole of the Industrial Safety Shoe shall be made with black coloured polyurethane material with direct injection moulding process.
5. The sole of the Industrial Safety Shoe shall be Shock proof up to 20 KV. If confirmed Purchase Order is placed copy of the test certificate to be provided at the time of supply.
6. PVC / Polyurethane black coloured sole shall be resistant to the following materials
 - Acid,
 - Alkali,
 - Water,
 - Shock absorbent,
 - Heat resistantProtection shall be as per Indian Standard / International Standard. If confirmed Purchase Order is placed, copy of Test certificates to be provided along with the supply.
7. Hard toe with non-metal toe cap shall be provided and without nails, Toe cap shall be marked with ISI / ENS / Other International Approval.
8. Inner lining shall be of superior quality of soft leather / cambrell.
9. Soft cushion / foam padding shall be provided around the collar with high quality filament mat (fibre reinforced thermoplastic resin) material for greatest comfort.
10. Small sized with minimum four eyelets on each side with round black lace shall be provided.
11. Colour of the shoe shall be black.
12. The shoe must have ankle protection. The shoe must protect the feet of the user up to the ankle.
13. Size of the shoe must be strictly as per the international size, from 4 / 5 to 12 as given below.

ENGLISH	INCHES	FRENCH	CENTIMETRES
4	9, 2/3	37	24.53
5	10	38	25.38
6	10, 1/3	39 – 40	26.32
7	10, 2/3	40 – 41	27.07
8	11	42	27.91
9	11, 1/3	43	28.76
10	11, 2/3	44 – 45	29.61
11	12	46	30.45
12	12, 1/3	47	31.30

Part-A

14. Stitching must be of two lines at joints.
15. Weight of the complete pair of shoe of the highest size must not be more than 1200 grams. Preference will be given to lower weight.
16. Tongue must be of single piece shall be stitched from both side with upper leather.
17. The Industrial Safety Shoe shall be provided with long round lace with 'D' shaped / round lace eyelets.
18. Guarantee must be provided for minimum one year against any manufacturing defects.
19. The shoe must have a suitable certification / approval, copy of the approval to be provided.
20. Year and month of production of the Industrial Safety Shoes must be stamped on the shoe. Industrial Safety Shoes shall not be manufactured more than six months before the date of supply.
21. Sample one pair of Industrial Safety Shoe to be provided along with offer on returnable basis. Sample must be approved before placement of the confirmed order for bulk supply.



Part-A

Specification of gumboot

Gum Boot with Metal Toe Cap.

1. Gumboot with Metal Toe Cap shall be of a reputed make, make and model to be mentioned in the offer:
2. Sizes from 5 to 11
3. Material : High grade PVC, Rubber
4. For better grip at slope and incline, sole and toe shall be slightly raised.
5. Sole shall be flexible and shall have non slip grooves at sole, and shall be of perforation resistant of minimum 100 daN.
6. The heel shall be of shock absorbent type and shall be capable of absorbing shock of 15 joules.
7. Gumboot shall have inner lining for better comfort.
8. Gumboot shall have steel toe cap, having minimum protection of 1000 daN Crushing resistance, and 150 joules Shock Resistance.
9. Surface of the gumboot shall be of retro reflective / shining to noticed in darkness, and smoke.
10. If confirm Purchase Order is placed, copy of approval and test certificates to be supplied along with the supply.

PART-A										Annexure – II	
Schedule of Rate (SOR): Industrial Safety Helmet & Footwear for BCPL,Dibrugarh.											
SCHEDULE OF RATE											
Sl. No.	Item Description	UOM	Qty	Unit Basic Price	Discount	P&F	Excise Duty	CST/VAT	Freight	Unit Landed Price	Total Landed Price
1	Industrial Safety Helmet(Blue) as per specification as Annexure-II	Nos.	500	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	Safety Shoe as per specification as Annexure-II	Nos.	500	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	Gumboot as per specification as Annexure-II	Nos.	200	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
Total : (Inclusive of all taxes and duties)											DO NOT QUOTE
Grand total											DO NOT QUOTE

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis. In case, any column remains blank shall be treated as inclusive.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. **Sample** to be submitted along with the tender.
4. All the SOR quantities shown are only indicative and the same may be subjected to variation as per the requirement within the period of 1 year. The bidder shall not seek any revision in the price quoted on account of any such variation in the quantity. Payment shall be made only for the actual quantity supplied as per the specification after technical acceptance.

Part-A

ANNEXURE – III

CHECK LIST

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

SL. NO.	WHETHER THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED	CONFIRMATION YES / NO
01.	Complete documents duly signed and stamped on each page	
02.	Bidder must have valid sales tax registration no. and same should be indicated in the quotation.	
03	Validity of offer for 120 days from the date of opening.	
04	Acceptance of staggered delivery clause.	
05	Submission of sample with un priced bid.	
06	Confirmation of quoting firm prices till validity period of order i.e. 01 year.	
07	Submitted EMD of Rs. 17,500 /-	
08	Applicability of Entry Tax for outside.	
09	Confirmation regarding consent letter at Annexure-IV duly signed and stamped. (Applicable only in case of bidders outside ASSAM)	
10	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –VI). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.	

CONSENT LETTER

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

To,

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

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

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

(Signature of the bidder)

Part-A

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A GOVT. OF INDIA ENTERPRISE)
LEPETKATA, DIBRUGARH**

ANNEXURE - V

GENERAL PURCHASE CONDITIONS (GPC)

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

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm$ 25% of the quantities specified in enquiry.
9. **PRICE /PURCHASE PREFERENCE: NA**
10. **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:** If the vendor fails to deliver any or all of materials or performance of work & service within the time period (s) specified in the order contract, BCPL shall without prejudice to any other remedies (ies) under the order/contract, reduce a sum calculated on the under mentioned basis:-

Price reduction will be applicable @ $\frac{1}{2}$ % of the total order / contract order per week of delay or part thereof in supply/completion of work subject to a maximum ceiling of 5% of undelivered quantity / contract value of orders of material, works & service

contracts. In a supply contract the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery period shall attract a PRS of ½ % of delayed delivery upto a maximum of 5% of undelivered order.

The value referred in PRS is excluding taxes & duties.

11. ENTERPRISE'S INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT, 2006.

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable)**. Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following: "We are a supplier within the definition of section 2 (n) of the MSMED Act _____ (Yes/ No)."

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

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

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

14. WARRANTY :

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

15. PAYMENT TERMS:

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

16. INVOICE:

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

17. 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.

18. DESPATCH DOCUMENTS:

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

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

20. **LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited

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

21. REPEAT ORDER: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

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

a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or

b) If the Seller fails to perform any other obligation(s) under the Contract and

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

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

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

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

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery

dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

24. RESOLUTION OF DISPUTES / ARBITRATION

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

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

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

PART – B

PART-B

Annexure – VI

Schedule of Rate (SOR): Industrial Safety Helmet & Footwear for BCPL, Dibrugarh.

SCHEDULE OF RATE

Sl. No.	Item Description	UOM	Qty	Unit Basic Price	Discount	P&F	Excise Duty	CST/VAT	Freight	Unit Landed Price	Total Landed Price
1	Industrial Safety Helmet(Blue) as per specification as Annexure-II	Nos.	500								
2	Safety Shoe as per specification as Annexure-II	Nos.	500								
3	Gumboot as per specification as Annexure-II	Nos.	200								
Total : (Inclusive of all taxes and duties)											
											Grand total

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis. In case, any column remains blank shall be treated as inclusive.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. **Sample** to be submitted along with the tender.
4. All the SOR quantities shown are only indicative and the same may be subjected to variation as per the requirement within the period of 1 year. The bidder shall not seek any revision in the price quoted on account of any such variation in the quantity. Payment shall be made only for the actual quantity supplied as per the specification after technical acceptance.