



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2012/C/069/BB/R

Date:20/07/.2013

To,

**BID DOCUMENT FOR SUPPLY AND ISTALLATION OF TWO NO.S OF
DISHWASHER FOR BCPL CANTEEN, LEPETKATA AND BCPL GUEST
HOUSE, BARBARUAH**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahmaputra Cracker & Polymer Ltd.
“Central Warehouse”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609/611*

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SECTION - I**INVITATION FOR BIDS (IFB)**Ref. **BCPL/DIB/C&P/2012/C/069/BB/R**

Date: 20.07.2013

Dear Sir

Brahmaputra Cracker and Polymer Limited invites sealed bids from eligible bidders for supply & installation of 2 no.s of dish washer as per detailed specifications indicated in Technical Specification of this Tender Document under single stage two-bid system.

1. The salient terms & conditions of the bid are stated below:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2012/C/069/BB/R
1.2.3	Bid documents available on Website	From 9.00 hrs on 20/07/2013 on www.bcplonline.co.in and www.gaintenders.in
1.2.3	Delivery schedule	As per special condition of contract
1.2.4	Pre-Bid Meeting	02/08/2013 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	16/08/2013 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	16/08/2013 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 12,915/-
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Eligible Bidder	Bidder should be a manufacturer or authorized distributor / dealer of the quoted item .
1.2.10	Contact Person	Neeta Dutta, Dy.Manager (C&P) E-mail: neeta.dutta@bcplindia.co.in Ph. No. +91-373-2914611/09

2.0 Bid Document is non-transferable. Bidder must submit the bid directly.

Any bidder wishes to quote against this tender may download the bidding document from BCPL and GAIL's website. (www.bcplonline.co.in/www.gailonline.com/www.gailtenders.in/) and submit the Bid complete in all respect as per terms & conditions of bid on or before the due date.

All bids received against this tender, either from short listed bidders or from bidders who submit their bid based on tender document downloaded from web site, shall be evaluated as per the BEC and provisions of tender document.

3.0 Bidder to note that taking deviation to following clauses of tender documents lead to Rejection of their bids:

- a) Firm Price
- b) EMD/Bid security
- c) Price Schedule
- d) Delivery/Completion Schedule
- e) Period of Validity of Bid
- f) Performance Bank Guarantee/Security Deposit
- g) Guarantee/Warranty
- h) Arbitration/Resolution of Dispute
- i) Force Majure
- j) Applicable Law
- k) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

4.0 Bidder must submit the copy of Power of Attorney of the signatory to the Bidding Document.

5.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of work as specified in Bid Document.

6.0 The bid should be prepared by the "Sole Bidder" and should be sent to BCPL directly. BCPL reserves the right to reject offers made by intermediaries/ representatives.

7.0 Bids should be valid for 3 months from the bid due date.

8.0 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.

9.0 Bidder must ensure submission of all forms & formats starting from F-1 to F-10 duly filled , signed & stamped along with their offer at website.

10.0 Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of the price bid opening.

11.0 BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

12.0 BCPL reserves the right to allow Purchase preference to as admissible under the prevailing policy

13.0 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 along with the following document.

- i) Power of Attorney.
- ii) Original EMD / Bid Security

UN-PRICED offer in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details, original bid security & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

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

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

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

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

THIS IS NOT AN ORDER

Yours faithfully,

for and on behalf of Brahmaputra Cracker and Polymer Limited

[Neeta Dutta]

Dy. Manager (C&P)

Cell No.: 8011117266

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/C/069/BB/R

Item: BID DOCUMENT FOR SUPPLY AND INSTALLATION OF TWO NOS OF DISHWASHER FOR BCPL CANTEEN, LEPETKATA AND BCPL GUEST HOUSE, BARBARUAH

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 16/08/2013

Date and time for opening of bids: 15.00 hrs (IST) on 16/08/2013

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA CENTRAL WAREHOUSE, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914611
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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 (ITB)

Table of Clauses

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

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope of Bid

1.1 The Purchaser as defined in the General Purchase Condition, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Technical Specifications & SCC (Special Conditions of Contract) of this tender document.

1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/ tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. 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 pre-qualified bidders as well as other bidders who meet BEC.

2.3 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by GAIL or black listed by any Government Department/ Public Sector.

3. One Bid Per Bidder

3.1 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. Bid Evaluation Criteria

Bidder should be a manufacturer or authorized distributor / dealer of the quoted item. In case, bidder is an authorized distributor / dealer, valid distributorship / dealership certificate issued by the manufacturer should be submitted along with offer.

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER, 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. 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 (IFB)

Section-II : Instructions to Bidders (ITB)

Attachment I : Forms & Formats
Section-III : General Purchase Conditions
Section-IV : Special Conditions of Contract (SCC)
Section-V : Price Schedule / SOR

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. Clarification of Bidding Documents

7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax 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 10 days prior to the deadline 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.

8. 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.

8.2 Any addendum 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 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 Documents Comprising The Bids

10.1 The bid prepared by the bidder shall comprise the following components:

10.1.1 UNPRICED BID (Part –I)

- a) Covering Letter (along with an under taking that content of tender document are not modified, in case tender is **downloaded from website**. If same is not submitted, offer shall not be considered for further evaluation)
- b) Price Schedule (with price figures blanked).
- c) Bid Security in accordance with ITB Clause 17.
- d) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

10.1.2 PRICED BID (Part –II) Bid Form and Price schedule duly filled in.

11. Bid Form & Price Schedule

11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished .

12. Bid Prices

12.1 Bidders shall indicate the price as per Price Schedule.

13 Bid Currencies

Indian Rupees

14 Documents Establishing Bidder's Eligibility and Qualification

Not applicable.

15 Documents Establishing Goods's 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 Period of Validity of Bids

16.1 The bid shall remain valid for acceptance for four (3) months from the 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 extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / 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 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 shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 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-42 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-43.

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-42 or

ii) to furnish Performance Guarantee in accordance with ITB Clause-43

iii) to accept correction of errors pursuant to ITB Clause-32.0

c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favour of Brahmaputra Cracker & Polymer Limited and addressed to BCPL, Lepetkata, Dibrugarh, Assam. 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 or Letter of Credit shall be in the form provided in the Bidding Document.

17.9 Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the items they intend to quote against the BCPL tender and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

18 Pre-Bid meeting

18.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

18.2 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.

19 Format And Signing of Bid

19.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked “original”. In addition, the bidder shall submit two copies of the bid clearly marked “copies”. In the event of any discrepancy between the original and the copies, the original will govern.

19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) 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.

19.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

20 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 Purchase Contract (GPC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB).

However in case of technical specification , vendor can discuss on or before Pre Bid Meeting .

21 E-Payment

Not Applicable

22 Agent/ consultant/Representative/Retainer/ Associate

Not applicable

D. SUBMISSION OF BIDS

23 Sealing And Marking of Bids

23.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:

Part I - Techno-commercial/ un-priced Bid & Original Bid Security

Part II - Priced Bid

23.2 Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno commercial Un-priced Bid & bid security shall be sealed in one separate envelope super scribing “Techno-Commercial Un-Priced Bid for “Supply & installation of Dish Washer” as “Original”.

23.3 Price Bid : (Part II) Original Price Bid and one copy shall be sealed in separate envelopes super scribing “Price Bid for “Supply & installation of Dish Washer” “Original” or “Copy” as the

case may be. Both the envelopes (one original + one copy) shall be sealed in separate envelope super scribing “Price Bid for “Supply & installation of Dish Washer” (One Original + One Copy)” “Not to Open along with Techno-Commercial Unpriced Bid” pasted with appropriate Cut-Out slip provided in the bid document. These envelopes shall be further sealed as detailed hereunder.

23.5 All two envelopes containing Techno-Commercial un-priced Bids, bid security , Price Bids shall further be sealed in one outer envelope super scribing “Bid for “Supply & installation of Dish Washer” duly pasted with appropriate cut-Out slip provided in the bid document, Bidding Document Number and shall be addressed to DGM (C&P) at address mentioned below.

23.6 Bids must be received at the following Address :

Office of the Dy. General Manager (C&P)

Brahmaputra Cracker & Polymer Limited,

Central Ware House, C&P Department

P.O. – Barbaruah

Lepetkata, Dibrugarh-786006, Assam

23.7 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

23.8 If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to with stand the weight and enroute handling by Postal department/ Courier Services.

24 Deadline for Submission of Bid

24.1 Bids must be received by the Purchaser at the address specified in Clause 23.6 above not later than the date and time specified in the IFB.

24.2 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication 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.

25 Late Bids

25.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

26 Modification And Withdrawal of Bids

26.1 The bidder may modify or withdraw his bid after the bid’s submission, but before the due date of submission provided that the written notice of the modification, including substitution or withdrawal of the bid is received by the PURCHASER prior to the deadline prescribed for submission of bids.

26.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITB Clause-23, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

26.3 No bid shall be modified after the deadline for submission of bids.

26.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

E. OPENING AND EVALUATION OF BIDS

27 Bid Opening

27.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

27.1.1 The Purchaser will open bids (Part-I) including withdrawals and modifications made pursuant to Clause 26.0 of ITB, in the presence of bidders' designated representatives who choose to attend, at date, time as stipulated in IFB. The bidder's representatives who are present shall submit the authorization letter & sign bid-opening register evidencing their attendance.

28 Process to be Confidential

28.1 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 the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

29 Contacting the Purchaser

29.1 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.

29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30 Preliminary Examination of Bids

30.1 Techno-Commercial Bid Evaluation

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

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

30.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

30.1.5 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 of 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.

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

31 Price-Bid Opening

31.1 The Purchaser shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

31.2 The PURCHASER will open price bids of all bidders notified to attend price bid opening, in the presence of authorized bidders' representatives.

The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.

31.3 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

32 Arithmetic Corrections

32.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) 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.

(c) 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.

(d) 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.

33 Conversion To Single Currency

Not applicable

34 Evaluation And Comparison of Bids

34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 30.

34.2 Bid Evaluation and Comparison Criteria :

The evaluation of all the responsive bid for supplies to be arrived at the lowest evaluated offer as under :

The evaluated price of domestic bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, taxes and duties including customs duties, if any, on components and raw materials but excluding Inland Transportation to PURCHASER'S site)
- ii) Excise duty on the finished goods.
- iii) Sales Tax on the finished goods (With/Without form 'C' for CST/ With/Without concessional form for LST).

35 Domestic Preference

Not applicable.

36 Purchase Preference

36.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

F. AWARD OF CONTRACT

37 Post Qualification

37.1 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.

37.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

37.3 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.

38 Award Criteria

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

39 PURCHASER's Right to Vary Quantities at Time of Award

39.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease 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.

40 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids

40.1 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.

41 Notification of Award / Fax of Intent

41.1 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.

41.2 Delivery shall be counted from the date of notification of award / Fax of Intent.

41.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-43, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

42 Acceptance of Purchase Order

42.1 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.

43 Performance Guarantee

Applicable .Please refer special condition of contract.

44 Income Tax Liability

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

45 Corrupt or Fraudulent Practices

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

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

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

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

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

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

- 1-1 Bidder Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-4 Operation Address
- if different from above: _____
- _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-5 Address where order
- Is to be placed/ issued: _____
- _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-6 Telephone Number: _____
- (Country Code) (Area Code)(Telephone Number)
- 1-7 E-mail address, _____
- 1-8 Website:: _____

1-9 Fax Number: _____
(Country Code) (Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Whether Supplier / Manufacturer _____
Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____ (Enclosed Copy of 'Service Tax Registration
Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Central Warehouse Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER

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

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 “Central Warehouse Building”,
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s)
 to attend un-priced bid opening and price bid opening and for any other correspondence and
 communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized
 representatives.

Place:
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)
 Name:
 Designation:
 Seal:

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 to bind the bidder. Not more than two persons are
 permitted to attend techno-commercial un-priced and price bid opening.

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

Ref. _____

Bank Guarantee No _____

Date. _____

BRAHMAPUTRA CRACKER & POLYMER LTD.

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No _____

M/s-----having their Registered/Head Office at -----
 ----- (hereinafter called the Bidder) wish to participate in the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----

having our Head Office -----

(Local Address) guarantee and undertake to pay immediately on demand by Brahmaputra Cracker & Polymer Limited., the amount -----without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date should be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 day of -----200----- at -----

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No _____

Date: _____

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To:

Brahmaputra Cracker & Polymer Ltd.
 “Main Fire Station Building”, NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s -----
 - in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

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	:	_____

- B) Details of Contact person:

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Fax Number	:	_____
(iv) Contact Parson	:	_____
(v) E-mail Address	:	_____

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

SECTION -III

General Conditions of Contract: GENERAL PURCHASE CONDITIONS:

- 1. Consignee:** C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006.** Any expenditure and /or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
- 2.** Quotation, , duly sealed & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 14:30 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 15:00 hrs in the presence of tenderers / authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected. BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
- 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 RFQ 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 Reduction Schedule for delayed delivery:**

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of

applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum up-to 5% of the total order value.

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

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

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

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

11. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 06 months from the date of expiration of the Seller's entire obligations, under the contract.

12. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during

which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

13. Warranty :

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

14. Payment terms:

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

15. Invoice:

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

16. Packing & Marking:

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

17. Dispatch Documents:

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

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

19. Limitation of Liability:

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

20. Repeat Order:

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

21. Termination of Contract:

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

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

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

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

22. FORCE MAJEURE:-

Shall mean and be limited to the following:-

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

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

23. Resolution of Disputes / ARBITRATION:-

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

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

General Information:

Material Description : Supply & installation of 2 no.s of dishwasher.

Technical specification : As per Annexure- 1 of Special Condition of Contract.

Forms C-Form for concessional rate of CST/ Sales Tax will not be given by Purchaser.

Inspection

At site by BCPL

Transit Insurance

Shall be arranged by supplier.

Payment Terms

100% Payment will be released within 30 days of receipt and acceptance of material/ installation at site/stores.

Price Basis

FOT Site (BCPL-Lepetkata , Dibrugarh, Assam)

Delivery Schedule

Within 45 days from the date of issuance of PO.

Installation

Shall be in the scope of supplier

Consignee address:

BRAHMAPUTRA CRACKER & POLYMER LIMITED,
CENTRAL WARE HOUSE,
P.O. – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

Warranty / Guarantee

Material/spares supplied shall be guaranteed for defect originating from design, materials, workmanship, operating characteristics etc. for 12 months from date of commercial operation or 24 months from the date of shipment, whichever is earlier.

In case of rejection of goods supplier shall replace/repair the same at no extra cost to BCPL and till such time the rejected goods shall be lying at site at the risk and cost of supplier.

Performance Bank Guarantee

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.

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.

Repeat Order:

50% of the ordered quantity may be reordered on the same rates, terms and conditions of contract during the delivery period including any extension thereof or within six months from the date of original supply order, whichever is later.

Termination Of Contract

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days Notice to the Agency.

Price Reduction Schedule for delayed delivery

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine preestimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

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

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20%of 20%) shall be from MSEs owned by

SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.

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

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

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

Tender Document:

All pages of the bid to be signed and sealed by authorized person of the bidder.

In the event that terms and conditions stipulated in the General Purchase Condition deviate from terms and conditions stipulated in the other part of the tender document, the latter shall prevail.

Annexure 1

TECHNICAL SPECIFICATION OF DISH WASHERS

Sl.No.	Particulars	Details
1.	Type of Dishwasher	Hood Type
2.	Theoretical Capacity (Racks / HR)	30-60
3.	Theoretical Capacity (Plates / HR)	500-800
4.	Maximum glass per hour	1000-2200
5.	Cycle duration in seconds	60/90/120/180/210
6.	Height with opened hood (mm)	1600-2400
7.	Width (mm)	600-800
8.	Depth (mm)	725-850
9.	Total Electric Load (kw)	10/18
10.	Tank Capacity	20/40
11.	Weight (kgs)	50-110
12.	Boiler Temperature (centig.)	80-95
13.	Tank Temperature (centig)	60-85
14.	Rinse water consumption per cycle (liters)	3-5 liters
15.	Final rinse (liters)	3-5 liters
16.	Detergent Dosing Pump	Required.
17.	Dishwashing Rack	Required.
18.	PEG Racks	Required.
19.	Glass Rack	Required.
20.	Cutlery Rack	Required.
21.	Inlet Table with Garbage Chute & sink	Required.
22.	SS waste bin with LID	Required.
23.	Pre Rinse spray unit	Required.
24.	Additional dish washing racks	Required.
25.	Electrically interlocking of boiler & tank heating	Required.
26.	Pump motor rating (KW)	0.50-0.80
27.	Wash water temperature (centig.)	50-70
28.	Rinse water temperature	78-90
29.	Wight	100-150 kgs.

Annexure 2

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Sl. No	Description	Bidder's Confirmation
1	Bidder's details	
a	Name	
b	Full Address	
c	Tel No	
d	Fax No.	
e	Email	
f	Name & designation of the person signing the bid	
2	Indicate dispatch point (Place of dispatch)	
3	Bid Security details:	
a	Name & Address of issuing Bank	
b	Security No. & Date	
c	Value	
d	Validity {Should be valid for Five (5) months from bid due date}	
e	Details of issuing bank	
i	Name	
ii	Full Address	
iii.	Tel No	
Iv	Fax No.	
v	Email	
vi	Name & designation of the contact person	
4	Validity of Bid {Should be valid for Three (3) months from bid due date}	
5	Please confirm that the scope of work is complete as per tender requirement	
6	Delivery Period Within 45 days from the date of order	
7	Price	
a	Ensure and confirm that unit prices Quoted in 'Price Schedule' (i.e. Schedule of Rates) on FOR Site Basis	
b	Confirm quoted prices will remain firm and fixed till complete execution of the order	
8	Price Reduction Schedule:	
	Confirm acceptance of Price Reduction Schedule (PRS) a per SCC.	
9	Confirm acceptance of relevant Terms of Payment as specified in the Special condition of contract.	
10	Guarantee / Warrantee/ Support Confirm that the GOODS shall be guaranteed against defective materials / workmanship etc. as per SCC of Bid Document.	
11	Performance Guarantee Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of order/contract value shall be furnished as per provision of bid document, valid for 3 months	

	beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.	
12	Confirm that all document, as per ITB 'Documents comprising after by Bidder', have been enclosed.	
13	Declaration by Bidder	
	Bidder is a manufacturer or authorized distributor / dealer of the quoted item. Delaers	
	In case, bidder is an authorized distributor / dealer, valid distributorship / dealership certificate issued by the manufacturer has submitted along with offer.	
	Confirm that you have not been put on holiday by GAIL or black listed by any Government Department/ Public Sector If you have been black listed / put on holiday then fact must be clearly stated.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places in his offer the confirmation furnished at above shall be considered over-riding and final.

SECTION V (Part A)

**PRICE SCHEDULE /
SCHEDULE OF RATES (SOR)**

UN- PRICED SCHEDULE OF RATES (SOR)

PROCUREMENT OF DISHWASHER FOR BCPL CANTEEN, LEPETKATA AND BCPL GUEST HOUSE, BARBARUAH

Sl.No	DESCRIPTION	Make/ Model	QTY (No.)	Basic Rate (Rs)	Basic Rate (Word)	Excise Duty (Rs)	P&F (Rs)	VAT/C ST (Rs)	Freight Upto Lepetkata(If not included in e) (Rs)	Total Unit Rate	Total Amount (Rs)
a	b	c	d	e	f	g	h	i	j	k=e+g+h+i+j	L=kXd
1.	Dishwashing Machine with automatic rinse injector, automatic detergent dosing pump, liquid detergent concentrate, Peg rack, Glass rack, cutlery rack		02	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
2.	Inlet Table with garbage chute & sink		02	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
3.	SS waste bin with Lid		02	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
4.	Pre Rinse Spary Unit		02	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
5.	Discharge table with under shelf		02	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
6.	Additional dish washing racks for Plates		14	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
7.	Glass Rack		10	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote

8.	Cutlery Rack		04	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote	Not to quote
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AMOUNT IN WORDS:

1. Price FOT site basis.
2. The Make of the offered product should be clearly specified in the un priced bid alongwith brocure/catalogue.
3. Taxes and 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.

Cenvat invoice will be submitted		Yes/No
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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 .

(Signature of Authorised Person of Bidder)

Name	
Designation	
Name of Organisation	

PART B

PRICED SCHEDULE OF RATE

PRICED SCHEDULE OF RATES (SOR)

PROCUREMENT OF DISHWASHER FOR BCPL CANTEEN, LEPETKATA AND BCPL GUEST HOUSE, BARBARUAH

Sl.No	DESCRIPTION	Make/ Model	QTY (No.)	Basic Rate (Rs)	Basic Rate (Word)	Excise Duty (Rs)	P&F (Rs)	VAT/C ST (Rs)	Freight Upto Lepetkata(If not included in e) (Rs)	Total Unit Rate	Total Amount (Rs)
a	b	c	d	e	f	g	h	i	j	k=e+g+h+i+j	L=kXd
1.	Dishwashing Machine with automatic rinse injector, automatic detergent dosing pump, liquid detergent concentrate, Peg rack, Glass rack, cutlery rack		02								
2.	Inlet Table with garbage chute & sink		02								
3.	SS waste bin with Lid		02								
4.	Pre Rinse Spary Unit		02								
5.	Discharge table with under shelf		02								
6.	Additional dish washing racks for Plates		14								
7.	Glass Rack		10								

8.	Cutlery Rack		04								
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AMOUNT IN WORDS:

1. Price FOT site basis.
2. The Make of the offered product should be clearly specified in the un priced bid alongwith brocure/catalogue.
3. Taxes and 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.

Cenvat invoice will be submitted		Yes/No
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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 .

(Signature of Authorised Person of Bidder)

Name	
Designation	
Name of Organisation	

*****END *****