

No.:BMT/CBM/ITBP/GH/06-07

Dated: March 12, 2007

NOTICE INVITING QUOTATION

1. Chief – Building Materials, BMTPC invites **sealed** quotation for supply and installation of items for construction of Green house at Pithoragarh (Uttaranchal).The general description/specifications of the above work is placed at **Annexure – ‘A’**. Instructions to the tenderers including Terms & Conditions are placed at **Annexure ‘C’**.
2. Last Date of submission of Quotation is 1130 hrs, Friday,23rd March 2007. Quotations will be opened on the same day at 1530hrs.
3. An EMD equivalent to 5% of the quoted cost has to be deposited with the tender. EMD of the successful bidder will retained as security deposit
4. Late/delayed quotation received after closing of the date will be summarily rejected.
5. The BMTPC shall not be responsible for any postal delay.
6. Tenderers should give validity of their offer for 120 days.
7. The venue of the bid opening shall be BMTPC's Conference Room, Core 5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110 003.
8. Chief - BM, BMTPC reserves the right to accept or reject any /all offer(s) in part or full without assigning any reason whatsoever.
9. Please send your bids to the Chief - BM, Building Materials & Technology Promotion Council, Core 5A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110 003.

For BMTPC

(J.K.Prasad)
Chief – Building Materials

OFFER FORM

Annexure – B

The Chief – Building Materials
Building Materials and Technology Promotion Council (BMTPC)
Core 5A, 1st Floor, India Habitat Centre,
Lodhi Road, New Delhi – 110 003

Dear Sir,

1. We hereby agree on acceptance of this quotation to supply and installation as per general description/specifications mentioned in **Annexure – A**.
2. We undertake, if required, to enter into a formal contract with BMTPC embodying the terms and conditions as may be directed by you and to pay the required amount of security Deposit as Performance Guarantee.
3. Deliveries shall be as per requirement of the approved schedule.
4. We enclose the deposit of earnest money as required for this quotation.
5. The particulars regarding our manufacturing unit and our previous experience are furnished in the enclosed statements.
6. We agree to keep the tender valid for acceptance for a period of 120 days from the date of opening of the quotation and in the default of our accepting the order placed on us during this period for the quantity ordered by us in whole or in part as per conditions indicted in the tender documents, we will forfeit our earnest money to the purchaser.
7. We enclose a certified copy of the partnership deed of the firm/particulars of sole proprietor of the firm.

Yours faithfully,

(Signature of Tenderer or
Authorised Representative with seal)

Enclosures:

1. **Annexure ‘A’** – General Description/Specifications of the work.
2. **Annexure ‘B’** – Offer Form
3. **Annexure ‘C’** – Instruction to Tenderer including terms & conditions of contract
4. Particulars of Tenderer’s Fabrication unit (**Annexure ‘D’**)

Instructions to the Tenderers including Terms & Conditions

1. The 'Offer Form' (**Annexure–B**) alongwith its enclosures should be returned intact duly signed by the tenderers whether the tenderers quoting for any item or not.
2. If any modification of the tender description, etc. is considered necessary, the same should be communicated by means of a separate letter sent with the tender.
3. The purchaser reserves the right to place the contract for full or part quantities in one lot or in the more than one, the subsequent contracts being placed depending on the performance of the tenderer against the earlier contracts
4. Corrections should be avoided but, if there by any, all such corrections in the tenderes should be initiated by the tenderers, Erasers and over-writing shall not be made.
5. Bids shall be opened at 1530 hrs on due date of opening as per Tender notice. Tenderers are at liberty to be present or authorize a representative to present at the opening of the tender. The name and address of the representative who would be attending the opening of the tender on their behalf should be indicated in the tender. The name and address of the tender's permanent representative, if any, may also be indicated.
6. The rate quoted should indicate separately, the % of Sales Tax and Excise Duty with value on which applicable, and legally payable. If excise duty & Sales Tax are quoted as inclusive, the percentages and the value on which applicable should be specifically mentioned. The other taxes even legally payable but not demanded will not be reimbursed by the Purchaser.
7. The purchaser may negotiate on the rates with the selected bidder, if considered essential.

8. LOCATION OF DELIVERY & INSTALLATION

Pithoragarh (Uttarakhand). Exact delivery and installation location will be intimated later on.

9. INSPECTION

- Inspection of the finished material shall be done by the BMTPC's representative/s. Atleast one clear week notice in writing shall be sent by the contractor to the Inspecting agency for arranging inspection.
- In case of material rejected by the Inspection Engineer or any other nominated inspecting authority, the inspection authority is empowered to make/cause to make a proper identification mark on the material engraved or destroy or disfigure or cause to destroy/disfigure the same

to the extent that the same should not be reoffered for inspection for passing by nominated authority.

- The purchaser or the representative may demand technical details and specifications of the components.
- According to the report made by the inspector, the vendor will bear the cost of any fault in the components and will make alternatives necessary free of cost to the purchaser.
- No goods shall be delivered or dispatched until the inspecting official/s has certified in writing that such goods have been inspected and approved by him/them.

10. SCHEDULE OF DELIVERY

I. Fabrication of Material ready for dispatch & Inspection:

- a. with in 15 Days from date of order

II. Delivery of Material at site:

- a. with in 7 days from the date of clearance of inspection.

III. Installation at site:

- a. with in 30 days from the date of arrival of material at site.

11. TERMS OF DELIVERY

- a. The loading and unloading of material shall be arranged by the tenderer at his own labourers & cost.
- b. The responsibility for damages or losses en route will be to the account of the tenderer only.
- c. Transit risk will be on tenderers account.

12. PAYMENT

The payment terms shall be as under:-

- a. 50% of the agreed amount for supply & installation will be given on acceptance of supply order by cheque.
- b. 20% of the agreed amount by cheque will be given on the delivery of all material at site.
- c. Remaining 30% by cheque will be given on satisfactory completion of installation.

All payment shall be subject to the deduction of any amount for which the contract is liable under the contract.

13. PACKING

The vendor shall provide such packing of the goods as required to prevent their damage or deterioration during transit and handling.

14. ORDER CANCELLATION

The purchaser reserves the right to cancel the order in the event of one or more of the following circumstances:-

- a. Delay in delivery beyond the due date of delivery as mentioned in **Clause 10**
- b. Breach by the supplier of any of the terms and conditions of the order.
- c. If the supplier goes into liquidation voluntarily or otherwise.

15. SECURITY DEPOSIT

The EMD of the successful Tenderes shall be retained as security deposit . The same will be refunded within 30 days from the date of completion of installation of all material at the site.

16. PARTICULARS OF FABRICATION UNIT

Tenderers must give complete information regarding their fabricating unit and their previous experience in the prescribed form attached at Annexure-D

17. ARBITRATION

In case of any dispute, the decision of Executive Director, BMTPC shall be final and binding on both the parties.

18. LEGAL JURISDICTION

Legal jurisdiction shall be Courts of Delhi/New Delhi only.

19. FORCE MAJEURE CLAUSE: In the event of any unforeseen event directly interfering with the supply of equipments arising during the currency of the contract, such as insurrection, restraint impose by the Government act of legislative or other authority, wars, hostilities, act of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions strikes, lockouts, or act of God, the contractor shall within a week, from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the Force Majeure conditions(s) mentioned above be in force for a period of 90 days or more at any times, the Purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

Chief - BM
BMTPC
New Delhi

BMTPC

PROFORMA OF PARTICULARS OF TENDERER'S FABRICATING UNIT AND ITS PRODUCTION CAPACITY

1. Name of the Tenderer
(with address, phone, fax and e-mail)
2. Location of the Unit
(with address, phone, fax and e-mail)
3. Capacity of Unit
4. How long the Unit have been
functioning
5. Description of items being
manufactured
6. Turnover for the last three financial
years
7. Name, address, telephone, fax
numbers of the bidders bank
9. List of the users with contact
address and phone/fax numbers
11. True copy of licence of registration
issued by Dept. of Industrial
development, Ministry of Industry
and in case of Small Scale Units
registration issued by NSIC/SSI
should be attached.
Licensed/Registered capacity
should also be indicated
12. Details of the ISO Certificates, if any
13. Any other details