(A Govt. of India Enterprise)

Tender Notice No: BCPL/PFY/PT/QT/18-19

Date: 10.05.2018

#### Tender Enquiry Form under Two Bid system

- Last Date and Time for Receipt Of Bid: 24.05.2018 up to: 12.30 PM Date of Opening of Technical Bid: 24.05.2018 at 02.30 PM
- 1. Sealed and Super scribed tenders under Two Bid Systems (Techno-Commercial) in the prescribed form are invited from Manufacturer(s)/Authorised Agent(s) for the supply of following items to our, Panihati (Kolkata-114),Schedule wise items with required tender fees and EMD mentioned below,

| Schedule               | Tender<br>Fees                | EMD                           | Item                     | UOM | Quantity |
|------------------------|-------------------------------|-------------------------------|--------------------------|-----|----------|
| (Raw Materials         | ***                           | Rs: 25,000/-for               | 1) Light<br>Creosote Oil | MT  | 125      |
| for Panihati<br>Works) | NIL one or Entire<br>Schedule | 2) Mono<br>Choloro<br>Pheneol | MT                       | 12  |          |

- 1. The technical specification, approximate quantities and other terms and conditions are given in the Tender documents, which can be had only from our Purchase Dept.6, Ganesh Chunder Avenue, Kolkata 700013(Contact no.2237-1525/1526), on any working day from 10.05.2018 between 11.00 A.M to 4.30 PM onwards.
- 2. The details can also be had from our Website at <a href="www.bengalchemicals.co.in">www.bengalchemicals.co.in</a> the tenderers can download the documents from our website.
- 3. The last date & time of issue of Techno-commercial Bid documents will be up to 24/05/2018; 12.30 PM. Completed tenders in sealed cover super scribed with Tender Nos. should reach Bengal Chemicals & Pharmaceuticals Ltd, 6, Ganesh Chunder Avenue. Kolkata 700 013 latest by 24/05/2018; 2.30 PM.
- 4. Bengal Chemicals & Pharmaceuticals Ltd will not be responsible for any delay in transit.
- 5. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened.
- 6. The date and time of opening of Price bid will be intimated separately through our official website <a href="www.bengalchemcials.co.in">www.bengalchemcials.co.in</a> . The Price Bids of Tenderers who do not qualify in the Technical bid evaluation will be returned unopened.
- 7. The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample and its QC report.

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2018-2019:6, Ganesh Chunder Avenue. Kol -  $13/\Re 3e^{-1}$ 

(A Govt. of India Enterprise)

|  | TECHI | 10-0 | COMM | 1ERCIAL | BID |
|--|-------|------|------|---------|-----|
|--|-------|------|------|---------|-----|

Tender No...../SI no ...../Item..... DT: 10/05/2018.

M/s.

Dear Sirs,

Sub: Tender Forms for Technical Bid & Price Bid

We are enclosing herewith the Technical Bid & Price Bid Tender Forms.

The Tender Forms are to be duly filled up in duplicate, signed and returned, in a sealed cover super scribed with the above Tender No....../SI no ...../Item....., the due date and date of opening, addressed to the Deputy Manager (Purchase) Bengal Chemicals & Pharmaceuticals Limited, Purchase Dept. 6 Ganesh Chunder Avenue, Kolkata-700 013.

The last date & time of receipt of Bids: 24/05/2018; 12.30 PM

Date & Time of opening of Technical Bid: 24/05/2018; 2.30 PM

Yours faithfully,

For,

NAME & SIGNATURE OF THE APPLICANT

PLACE:

DATE:

(WITH OFFICE SEAL)

(A Govt. of India Enterprise)

#### CONTENTS OF BID DOCUMENT

#### I. INSTRUCTION TO BIDDERS :-

#### II. TECHNICAL BID FORMS

- 1. Schedule A List of Items with Schedule and required approx. quantity for 3 months.
- 2. Schedule B Minimum Eligibility Criteria
- 3. Schedule C Questionnaire General information of the

Manufacturer / Supplier.

- 4. Schedule D Terms & conditions.
- 5. Schedule E Questionnaire for minimum eligibility criteria.
- 6. Schedule F Specific Conditions.
- 7. Schedule G Questionnaire for Vendor Development.
- 8. Schedule H Declaration accepting Terms and Conditions of the Tender.

#### III. PRICE BID FORMS

### Schedule I - Rate Schedule for Panihati Factory (Kolkata)

B.T Road, P.O. Panihati, 24 Paraganas (North), Kolkata-700 114

NB: Parties are requested to submit separate envelop for each price bid for tendered items accordingly.

### INSTRUCTIONS TO BIDDERS

- 1. The Bid is intended to procure material as per specification in Schedule A.
- 2. The bid consist of two parts:
- A. Technical Bid
- B. Price Bid

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/Page 3

(A Govt. of India Enterprise)

- 3. The Technical Bid should be accompanied by Earnest Money Deposit (EMD) in the form of DD/RTGS/NEFT drawn in favour of M/s.BENGAL CHEMICALS & PHARMACEUTICALS LTD. payable at KOLKATA for as per Mentioned Schedules (refer to NIT for Details) failing which the Tender is likely to be rejected. The EMD submitted by successful bidders will be converted to Security Deposit and will be released at the end of contract period. Unsuccessful Bidders EMD will be returned after finalizing & releasing order to L1 (Within 15Days)
- 4. SSI units interested in availing exemption from payment of EMD/Tender fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC.
- 6. Bid submission / Bid opening dates:-
- a. The last date & time of receipt of Bids: 24.05.2018; 12.30 PM
- b. Date & Time of opening of Technical Bid: 24.05.2018; 2.30 PM
- 7 In the event of the date mentioned above being declared subsequently as holiday for the purchaser's office, the due date for submission and opening of bids will be the next working day at the same venue and time.
- 8. Bids received after the deadline for submission shall not be considered.
- 9. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.
- 10. Any clarification required will have to be obtained one week prior to the Date of opening of the Technical Bid.
- 11. A certificate/Declaration as given in Schedule H stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page 4

(A Govt. of India Enterprise)

- 12. The validity of the Technical Bid is for a period of 12 months and Price Bid also shall be for a period of minimum three months (July,2018).
- 13. a)The quantity mentioned herein is approximate for twelve months(till 31<sup>st</sup> July 2018) requirement with staggered delivery and in case less or more quantity is required the suppliers should be prepared to affect supply at short notice on the same terms and Condition. b) BCPL reserves the right of repeat ordering of 50% of ordered quantity.
- 14. (a) The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated.
- (b) The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample and successful completion of plant trial as laid down in the vendor development protocol.
- (c) The Price Bids of Tenderers who do not qualify in the technical bid will be returned unopened.

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#### TECHNICAL BID

Schedule B

Page 1 of 2

Minimum Eligibility Criteria for qualifying in the Technical Bid.

- 1. The vendor should comply BCPL Parameters and should be able to <u>issue test</u> certificate or its principal for each batch/lot. In case of any new make (other than preferred makes mentioned) which is not being used by BCPL before, BCPL may ask for sampling as per required qty for actual machine test to qualify the technical round, to evaluate price bid. BCPL's technical team's comment will be treated final in this regard.
- 2. The minimum annual turnover of the bidder (Manufacturer/Approved Agents) for Raw Materials should be Rs.1.00 Crores. Vendors are required to submit copies of P & L and balance sheet relating to the last two years in support of their claim.
- 3. The vendor should be a manufacturer/authorized agent. In the case of an authorized agent, the following documents may be enclosed.
- a. Letter from the manufacturer authorizing them to participate in the tender may attach.
- b. Letter from the manufacturer stating that the product being offered is as per the specification given in Schedule A of the tender.

#### NOTE: -

- a. Vendors whose name appear in our list of approved vendors & supplied the specified item before shall stand qualified in the Technical Bid without OEM authorization letter, rest of the requirements remain unchanged..
- b. (i) Vendors other than (a) above fulfilling the minimum eligibility criteria shall be considered as vendor under development. They shall have to complete the <u>vendor development protocol (approval of sample)</u> for enlistment as an approved vendor.

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# Bengal Chemicals & Pharmaceuticals Ltd. (A Govt. of India Enterprise)

Schedule B

Page 2 of 2

The price bids will be opened only after satisfactory completion of technical evaluation and followed by submission of sample approval.

c. Vendors who do not meet the minimum eligibility criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened to them.

(A Govt. of India Enterprise)

SCHEDULE -C

Page 1 of 2

QUESTIONNAIRE

(General information of the manufacturer / Authorized supplier)

- 1. Name & Address of the Supplier:
- (a) Telephone No.
- (b) Fax No.
- (c) E-mail Address
- (d) Name of contact person
- (e) Whether proprietary/partnership/ Limited company.
- (f) Specify whether SSI / MSME unit
- 2. How many years have you been in the: business of manufacturing/selling?
- 3. What is your annual production capacity?
- 4. Indicate the quantity you can supply BCPL: per month
- 5. What would be the minimum period: required to deliver the ordered quantity from the date of confirmed purchase order?
- 6. Have you been a supplier to any: Pharmaceutical Industry, if so give details of the name, address, quantity and values of orders received and executed during the last three year? (Attach separate sheet)
- 7. Kindly furnish the name and address of: the Transporter through whom the rejected material is to be returned on freight to pay basis (Ref. Clause D of Schedule D)

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2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page 8°

(A Govt. of India Enterprise)

SCHEDULE -C

Page 2 of 2

TECHNICAL BID

QUESTIONNAIRE

8. Annual Turn Over during the: last 2 years?

(Copy of P&L and Balance sheet to be attached.)

- 9. Details of tax registration:-
- a) CST No.:
- b) TIN No. and VAT No.:
- 10. Name & Address of your Banker(s):
- 11. A/C no. & Swift Code:
- 12 Any other details:
- 13 COA copy / Test certificate of the specified tendered item, which clearly shows the manufacturer name, specification etc for our Q/C approval for technical round clearance.

All the information provided herein is true & correct.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/Page 9

(A Govt. of India Enterprise)

SCHEDULE -D

Page 1 of 5

#### TERMS & CONDITIONS

- The Tender should be completed in all respects. Incomplete tenders are liable to be rejected. Submit separate sealed tender per item. We don't provide artwork, Master cylinder & its cost for packaging material.
- 2. Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
- 3. The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period without any interest.
- 4 (a) The quoted rate shall be valid for a period of mentioned 12 months during which period no price escalation and no change in terms and conditions will be allowed on any ground Except in case of HDPE Containers where price escalation is applicable as per the tender terms mentioned in the pages 22 & 23.
- (b) In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period, BCPL would procure the material from <u>alternate source at the risk and</u> cost of the contract awarded supplier. In such cases, the additional cost incurred will be recovered from the contract awarded supplier (L1).
- (c) Failure to supply the material as per delivery schedule or any quality issues & for any of the above reasons will also entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of 3 years.
- (d) Delivery Schedule: At factory within 15 days from the date of order or written intimation.
- (d) Late Delivery Penalty @1% per week per item to maximum of 10% will be imposed to suppliers fails to supply within the stipulated agreed time.
- 5. Conditional tenders / tenders with deviation will not be considered.
- 6. The quantity mentioned herein is <u>approximate for our 12 months requirement</u> and in case the company requires less/more quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.
- 7. BCPL reserves the right to split up the quantity in the ratio 60:40 to L1:L2, if L-2, agrees to match L1 price. BCPL also reserves the right to accept or reject the offer without assigning any reason.

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/Page 10

(A Govt. of India Enterprise)

8. The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -a. Sample should be submitted and got approved before effecting bulk supply.

SCHEDULE -D

Page 2 of 5

b. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.

c. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from BCPL. The material found defective during online usage shall also be replaced at yours risk and cost within 7 days of intimation from BCPL.

The procedure in this regard would be as follows:-

- (i) Material shall be returned through the Transporter indicated in Schedule C or through our approved Transporter on freight to-pay basis.
- (ii) The supplier is required to replace the rejected material failing which Bengal Chemicals & Pharmaceuticals Ltd reserves the right to procure the material from alternate source(s) at supplier's risk and cost.
- (iii) Making arrangements to lift the rejected items is entirely responsibility of the supplier. If the material is not lifted within specified period, the same would be handled as scrap & disposed
- d. A certificate confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed with the Techno-Commercial Bid.
- e. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. Bengal Chemicals & Pharmaceuticals Ltd reserves the right not to receive material beyond the delivery date given in the order.
- f. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period of twelve months during which period no price escalation and no change in terms and conditions will be allowed on any ground, except in case of HDPE Jars condition will be as per page nos 22 & 23 will apply.
- g. Acceptance of the delayed supplies and excess quantity is solely at the discretion of Bengal Chemicals & Pharmaceuticals Ltd. In the case of excess supply the excess quantity shall be returned back through the Transporter indicated in Schedule C (clause 5) or our authorized transporter on freight to pay basis.
- h. The parties have to abide by delivery schedule given in the supply order strictly.

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2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page 11

(A Govt. of India Enterprise)

#### SCHEDULE -D

Page 3 of 5

- i. BCPL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.
- j. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details

Supply Order No. & date

Description of items as contained in the supply Order

Quantity dispatched

Manufacturing date.

Expiry date.

Total Number of packages/ serially numbered

Test certificate

BCPL's CST / TIN No.

The L.R No. should be intimated immediately after dispatch of the material by

e- mail/fax

- I. The following information shall be stenciled or labeled on the exterior of the packing in bold letters, clearly visible, with waterproof ink.
- I. Name of Product (as given in supply Order)
- II. Date of Manufacture (Monthly/Yearly)
- III. Date of expiry.
- IV. Quantity
- V. Instruction off storage and handling
- VI. Name & Address of Manufacturer
- VII. Company's address in full
- VIII. All packages should be separately numbered and it should appear on top of the packages with proper labeling.

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page 12

(A Govt. of India Enterprise)

- m. The following documents should accompany the consignment
- a. Invoice four copies.
- b. Delivery Note/Challan in triplicate
- c. Packing List
- d. LR/AWB/----
- e. Mode of Transport shall be by road, unless otherwise specified.

SCHEDULE -D

Page 4 of 5

- I. a. Payment: 60 Days credit only no PDC/LC or other form is acceptable.
- b. The payment against delivery will be made against a cash discount of 2.5%.

(For arriving at L1, the price quoted against 60 days will be applicable. If a party quotes payment against delivery the price will stand corrected by 2.5% upward and 1.25% per month less than 60 days credit for comparison.)

c. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the Kolkata jurisdiction only.

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SCHEDULE - D

Page 5 of 5

INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of BCPL.

The supplier shall have no right to change the quantity stipulated in the supply order. Bid pronounced Non Responsive by BCPL shall be summarily rejected.

The decision of BCPL will be final and no correspondence on this shall be entertained. We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

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2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page-14

# Bengal Chemicals & Pharmaceuticals Ltd. (A Govt. of India Enterprise)

SCHEDULE -E

Page 1 of 1

TECHNICAL BID

### QUESTIONAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA

Can you supply material as per our specification given in Schedule 'A'

| 1)Are you a Manufacturer/ Authorized Agent  | YES/NO |
|---|--------|
| 2) In the case of an Authorized Agent,  |        |
| I. Have you enclosed a letter of confirmation from the manufacturer appointing you as authorized agent valid for period of 2018-2019  ii. Also have you enclosed a letter from the manufacturer/Principal that the Product being offered is as per the Specification given in Schedule A?  (In case of our approved vendor who has supplied the specified item before need to submit BCPL's order copy instead of OEM authorization to qualify) | YES/NO |
| 3) COA copy (Test Certificate) / specification details of the tendered item   | YES/NO |
| (Test Report/COA certificate/specification details of tendered item is mandatorily to submit in technical bid for qualify the technical round)  | LS/NO  |

- 4 What is your annual production capacity?
- 5. What is your annual turnover?

(Please enclosed copy of Annual Report of the year 2016-17 & 2017-18 )

(A Govt. of India Enterprise)

SCHEDULE -F

Page 1 of 1

TECHNICAL BID

SPECIFIC CONDITIONS FOR SUPPLY OF

Item name

Mode of Packing/Packing Size

PACKING: item wise to be mentioned.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

SCHEDULE -G

Page 1 of 1

QUESTIONNAIRE FOR VENDOR DEVELOPMENT

(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

- 1. Name & Address of the Manufacturer:
- (a) Telephone No.
- (b)Fax No.
- (c)E-mail Address
- (d)Name of contact person
- (e)(i) Whether proprietary/partnership/ Limited company.
- (ii)Furnish Name/'s, address, phone nos. of Proprietor/ Managing partner/ M.D / Director's (Attach separate sheet)
- (f)Specify whether SSI / MSME unit
- 2) Details of tax registration; -:

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/Page-16

(A Govt. of India Enterprise)

- c) CST No.
- d) TIN No. & VAT No.
- 3) Name & Address of your Banker(s) Account no. :

Swift Code

- 4) Annual Turn over
- 5) Do you have a Quality Control department? If yes, give the details of the facilities. : Yes/No

6

- a) Do you have inspection for incoming materials: Yes/No
- b) Do you have in process inspection facilities: Yes/No

SCHEDULE -G

Page 2 of 2

- 7) Do you have any accreditation: Yes/No (a) ISO 9000
- (b) Any National/International Laboratory/Authority Certification
- If 'Yes', give details along with a copy of certificate issued by them.
- 8) Do you have an environmental policy / ISO 14001 certification? : Yes / No If yes, please give the details.
- 9) Furnish the details of testing equipments.
- 10) Have you been assessed previously by BCPL: Yes/No
- 11) List of customers
- a) Government Dept. / PSU's
- b) Private Sector

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(A Govt. of India Enterprise)

12) Have you furnished the sample along with this format: Yes/No Place:

NAME AND SIGNATURE OF THE VENDOR

Date: Office Seal)

This is to be filled up by BCPL, Panihati Factory Kolkata

Recommendation/Remarks of the committee

Committee Members:

- 1. Head of Quality Control/Head of Technical Services and Material Testing
- 2. Head of User Department
- 3 Head of Purchase Department

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SCHEDULE -H

Page 1 of 1

TECHNICAL BID

#### **DECLARATION**

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT SIGNATURE

NAME AND ADDRESS OF APPLICANT

Contents of Price Bid Forms for:

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2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Page-19

(A Govt. of India Enterprise)

Schedule I : RATE SCHEDULE FOR Panihati Factory, B.T Road, P.O. Panihati, 24 Paraganas (North), Kolkata-700 114

## PRICE BID - RATE SCHEDULE FOR SUPPLY TO PANIHATI FACTORY

ITEM:

QTY:

| 51 | Particulars                                 | Panihati Factory |
|----|---|------------------|
| 10 | †   | Rs/Kg/Ltr/MT     |
|    | 1)BASIC PRICE Rs/<br>(Kg)/Ltr/MT            |                  |
|    | 2)FREIGHT(If)(Rs)                           |                  |
|    | 3)GST AS APPLICABLE 4)OTHERS,IF ANY, Please |                  |
|    | specify  TOTAL DELIVERED RATE(Rs/Kg/Ltr/MT) |                  |
|    | Total(Rs)in words                           |                  |

MINIMUM TIME REQUIRED FOR STARTING THE SUPPLY AFTER RECEIPT OF LETTER OF INDENT/SUPPLY ORDERS:

VALIDITY: Three Months (till 31st July, 2018)

Certified that the rate quoted will hold good for three months during which period no upward revision will be sought.

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE: (WITH OFFICE SEAL)

2018-2019:6, Ganesh Chunder Avenue. Kol - 13/ Poge-20