



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2013/C/055/AR

Date: October 10, 2013

To,

BID DOCUMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE COMPONENTS AND ACCESSORIES FOR SETTING UP WIDE LAN SYSTEM AT LEPETKATA AND GDU, DULIAJAN.

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Central Warehouse”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
0373-2914609/11

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam
Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)
Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

INDEX

1.	Section -IA	Invitation for Bids(IFB)	3-12
	Appendix I	Bid Evaluation Criteria	13-15
		Formats For Financial BEC	16-26
2.	Section -IB	Cut Out slips	27-29
3.	Section -II	Instruction to Bidders (ITB)	30-49
4.	Section -IIIA	General Condition of Contract –Goods (GCC-Goods)	50-71
5.	Section –IIIB	Special Condition of Contracts (SCC)	72-80
6.	Section IV Formats	F-1: Acknowledgment cum consent letter	81-100
		F-2 Bidder General Information	
		F-3 Bidder’s queries for Pre-Bid Meeting	
		F-4 Bid Form	
		F-5 Check List	
		F-6(A): Letter of Authority	
		F-6 (B):Power of Attorney	
		F-7: No Deviation Confirmation	
		F-8: Certificate	
		F-12: Proforma of Bank Guarantee for Earnest Money Deposit [EMD]/Bid Security	
		F-13: Proforma of Contract Performance Guarantee	
		F-14 : Agreed terms and conditions	
8.	Section -V	Technical Specification	101-105
9.	Section –VI	Price Schedule (NON QUOTE SOR)	106-108
		Price Schedule (QUOTE SOR)	109

Section -IA

Invitation for Bid (IFB)

Ref.: BCPL/DIB/C&P/2013/C/055/AR

10.10.2013

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE COMPONENTS AND ACCESSORIES FOR SETTING UP WIDE LAN SYSTEM AT LEPETKATA AND GDU, DULIAJAN.

Dear Sir,

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

1.0 Salient Features of Tender Document:

(A)	SCOPE OF WORK/SUPPLY	Supply, Installation And Commissioning Of Active Components And Accessories For Setting Up Wide LAN System
(B)	MODE OF TENDERING	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
(C)	BID DOCUMENTS AVAILABLE ON WEBSITE	From 15.00 hrs on 10/10/13 on www. gaintenders.in , www.bcplonline.co.in http://eprocure.gov.in/epublish/app
(D)	TENDER FEE	Not Applicable
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Rs.3, 89,900/- (Rs. Three lakhs eighty nine thousand and nine hundred only)
(F)	BID VALIDITY PERIOD	120 days from the date of opening of un-priced bid
(G)	CONTRACTUAL PERIOD	Please see Special Conditions of Contract (SCC)
(H)	DATE OF PRE-BID MEETING	19/10/2013 (1500 HRS) at BCPL, Lepetkata, Assam
(I)	VENUE FOR PRE-BID MEETING & OPENING OF UN-PRICED BIDS	Brahmaputra Cracker and Polymer Ltd Central Ware House, PO Lepetkata, Dibrugarh, Assam. India. PIN-786006
(J)	LAST DATE & TIME OF BID SUBMISSION	01/11/2013 (1430 Hrs) (Tender must be submitted within above stipulated date and time)
(K)	DATE & TIME OF UN-PRICED BID OPENING	01/11/2013 (1500 Hrs)
(L)	BID EVALUATION CRITERIA (BEC)	Please see Appendix-I to IFB

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

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

- 3.0 The bid will be submitted in 02 (two) parts as follows:

PART-I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate. UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out (**Part A of Section VI**) and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.

EARNEST MONEY DEPOSIT/BID SECURITY

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

PART -II: Priced Bid:

It should contain only price schedule (**Part B of Section VI**) with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender. The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

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

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

Bids sent through fax or e-mail or in any other mode other than what is described in the tender document, will not be accepted.

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

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL , payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid , such bids may not be considered/opened.

5.0 DOCUMENTS AGAINST BEC:

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

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

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

6.0 SUBMISSION OF ORIGINAL CERTIFICATES/ DOCUMENTS:

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

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

The above document(s) must be sent in a sealed envelope super scribing as “Original EMD & Documents against Tender Reference No. **BCPL/DIB/C&P/2013/C/055/AR** so as to reach at following address:

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

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

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

7.0 GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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

In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.

If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.

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

In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

9.0 SERVICE TAX: -

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

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

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

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

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

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

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

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

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

10.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

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

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

Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and

Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No.,Address, Contact No. details of material & value of procurement made,etc.of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

11.0 PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format **(F3)** through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

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

13.0 PRICE BASIS:

Supply FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh

Installation & commissioning will be done at following location :

- a) Lepetkata; Dibrugarh
- b) Duliajan ;Dibrugarh

The location wise quantity will be mentioned at the time placement of order.

14.0 DELIVERY/COMPLETION SCHEDULE:

REFER SPECIAL CONDITION OF CONTRACT-SECTION III B of tender

15.0 VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should **not be less than 120 days** from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

16.0 VAT / CST No.:

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

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

17.0 SECURITY DEPOSIT:

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

18.0 GUARANTEE/WARRANTY:

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

19.0 DESPATCH INSTRUCTION:

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

20.0 TERMS OF PAYMENT:

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

21.0 PRICE REDUCTION SCHEDULE (PRS):

The supplies are to be made strictly as per the dates indicated in the schedule given in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction @0.5% of the value of undelivered quantity per week subject to a maximum (ceiling) of 5% of total order value will be applicable. The value referred in PRS clause excluding taxes and duties.

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

22.0 PACKING & MARKING:

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

23.0 INSURANCE:

Transit Insurance shall be arranged and paid by the bidder

24.0 FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

25.0 AWARD CRITERIA:

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

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

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

27.0 JURISDICTION OF COURT:

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

28.0 ARBITRATION :

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

29.0 FORCE MAJEURE:

Shall mean and be limited to the following:

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

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

30.0 ZERO DEVIATION:

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL may not seek confirmations / clarifications from the bidders. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed and as mentioned in the tender document.

In addition to above, bid with any deviation/modification to critical clauses & Rejection Criteria (refer (Instruction of Bidder) Clause no. 28) of bidding document shall be

categorically rejected, without any clarification.

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

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

Thanking You,

Yours faithfully,
for Brahmaputra Cracker & Polymer Ltd.,

Amrisha Rajkhowa
Senior Officer (C&P)
E-mail: arajkhowa@bcplindia.co.in
0373-2914609/611

□ □ NOTE

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

Appendix – 1 to IFB

BID EVALUATION CRITERIA (BEC)

2.1.1 Technical Eligibility Criteria:

1. Bidder should have executed at least one work order worth of minimum Rs.97.46 lacs particularly in respect of supply, installation, integration, testing and commissioning of campus wide LAN/ WAN network of similar nature in last seven years. The bidder must enclose a copy of PO/WO (with value clearly mentioned) along with the completion certificate issued by the customer.
2. The bidder should either be an OEM or an authorized partner of the OEM for the equipment supplied and should have adequate facilities for providing warranty support Services. (Letter of authorization from OEM should be attached with the un-priced bid which should be valid at the time of submission.)
3. The OEM of the active components should be listed as “Leader” or “Challenger” in the latest Gartner Magic Quadrant for Enterprise LAN (Global). Proof for the same should be provided.
4. The OEM for major equipment must have local logistics support by maintaining local spares depot in India. Bidder shall provide documentary proof from OEM for the local spares depot in India which should be valid at the time of bidding.
5. The bidder should provide documentary proof from OEM stating that the product make/model that is being quoted has a valid life of not less than 5 years and parts for such hardware will be available in market for at least 5 years down the line.

Documentary proofs like copies of Orders, proof of supply/work executed (inspection note/ copy of invoice, work completion certificate mentioning P.O./W.O. reference no. etc.), and the other BEC supporting documents are to be submitted along with the bid, which should be duly attested by Gazetted Officer /notarized by a Notary Public.

2.1.2 Financial Eligibility Criteria:

1. The minimum annual turnover achieved by the bidder as per the audited financial results during any one of the three immediate preceding financial years shall be Rs. 97.46 lakhs.
2. Net Worth of the bidder should be positive as per the immediate preceding year's audited financial results.
3. The Minimum working capital of the bidder as per immediate preceding year's audited financial results shall be Rs.19.49 lakhs

If the bidder's working capital is inadequate the bidder should supplement this with a letter from bidder's bank, having a net worth not less than INR 100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital requirement.

Note: All the documents mentioned above towards substantiating Bidder's Eligibility Criteria – **Technical as well as Financial**, must be duly certified by Statutory Auditor (Registered) of the bidder or a Chartered Accountant (Registered) where audit of accounts is not mandatory as per Law [present ceiling of Annual Turnover is Rs.40 lakh in India] failing which the offer shall be rejected.

The bidder shall also comply the following besides submission of documentary evidence as mentioned above (wherever different) to substantiate the above mentioned Bidder's Eligibility Criteria – **Technical as well as Financial** failing which the offer shall be rejected.

- Covering letter from Statutory Auditor/Chartered Accountant: as per **format A**
- Certificate from statutory auditor for details of similar services done during past seven years as per **Format-D**.
- Certificate from Chartered Accountant for details of similar services done during past seven years as per **Format C** (applicable for cases where bidder's accounts are not audited by statutory auditors as per law/jurisdiction)
- Certificate to be issued by Statutory Auditor/Chartered Accountant for Details of financial capabilities of the bidder as per **Format E**

(Format A, D, C, E, B enclosed as Annexure 1 to BEC)

The contractors shall have to submit the documentary proofs in support of above requirements along with Techno - Commercial part of the tenders. A check list for submission of the relevant documents is enclosed herewith as Annexure 1 to BEC. Bidders are requested to ensure the compliance as per the check list while submitting the offer.

NOTE:

Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BEC:

- i) Copy of work order along with SOR issued by main contractor.
- ii) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

Documentary proofs like copies of Orders, proof of supply, proof of execution of job (inspection note/ copy of invoice along with proof of payment certificate etc. mentioning P.O. reference no etc.) are to be submitted along with the bid, which should be duly attested by Gazetted Officer /notarized by a Notary Public.

However, Bids of Joint Venture/Consortium not acceptable.

A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

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

CERTIFICATE FROM BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT

(ALL THE CERTIFICATES SHOULD BE IN LETTER HEADS OF RESPECTIVE BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT)

CHECKLIST

- (i) Covering letter from Statutory Auditor/Chartered Accountant.
- (ii) Format-A for Ownership/Possession of Equipment/Vehicles.
- (iii) Format-B for Financial Capacity and Experience Criteria for Hiring of Legal or similar consultant.
- (iv) Format-C for Details of Similar Supply of Goods. Works/Services in past 07 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law (present ceiling of Annual Turnover is Rs. 40 Lakhs in India).
- (v) Format-D for Details of Similar Supply of Goods/Works/Services in past 07 years and certification from a Statutory Auditor who audits Annual accounts of bidder.
- (vi) Format-E for Details of Financial Capability of the bidder

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Sub: Certificate regarding.....

Dear Sir,

We..... (Name of Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of Authorized Signatory
Membership no.:

Encl: As above

Note:

Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

(ON THE LETTER HEAD)

FORMAT-A

FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR/CHARTERED ACCOUNTANT* (FOR OWNERSHIP/POSSESSION OF EQUIPMENT/VEHICLES)

Certificate from the Statutory Auditor/Chartered Accountant* regarding Ownership/Possession

Based on the books of accounts and other published information authenticated by.....(name of the Bidder), this is to certify that.....(name of the Bidder) located at.....(address) owns the title/possess (strike out whichever is not applicable) the equipment/vehicles as per enclosed list.

Further, M/s..... (Name of the Bidder) have been undertaking.....services/operations (name of the services) since..... (Mention the number of years in operation).

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

Note:

- (i) List of Equipment owned by the bidder to be enclosed along with certificate must indicate capacity/make/model etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (ii) List of Vehicles owned by the bidder to be enclosed along with certificate must indicate Registration number/make/model/year etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (iii) *Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/CHARTERED ACCOUNTANT* (APPLICABLE FOR HIRING OF LEGAL OR SIMILAR CONSULTANTS)

i) FORMAT FOR ASCERTAINING THE FINANCIAL CAPACITY OF THE CONSULTANT:

S. N.	FINANCIAL YEAR	CONSULTANCY REVENUE/TURN OVER (SPECIFY CURRENCY AND AMOUNT)
1.		
2.		
3.		

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that.....(name of the Bidder) has Consultancy Revenue/Turn over in the respective years as shown above.

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

* Bidder whose accounts are not audited by auditors as per Law/Jurisdiction., certification from a Chartered Accountant to be submitted.

ii) Format for ascertaining the Experience Criteria of Consultant#:

S.N.	NAME OF CLIENT	NAME OF JOB/CONTRACT	ESTIMATED VALUE OF CONTRACT (SPECIFY CURRENCY & AMOUNT)	PAYMENT OF CONSULTANCY REVENUE RECEIVED BY THE APPLICANT (SPECIFY CURRENCY & AMOUNT) (IF APPLICABLE)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				

Applicant should provide details of only that Consultancy Job that have been undertaken by it under its own name.

* The names and chronology of Consultancy Job included here should conform to the project-wise details.

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the client.

Name of Audit Firm/:

[Signature of Authorized Signatory]

Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

* Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT FOR CERTIFICATE FROM CHARTERED ACCOUNTANT FOR DETAILS OF SIMILAR SUPPLY OF GOODS/WORKS/SERVICES IN PAST 07 YEARS.

(Applicable for cases where bidder's account are not audited by Statutory Auditor as per Law/Jurisdiction)

NAME OF THE WORK	
NAME, ADDRESS AND CONTACT DETAILS OF CLIENT	
P.O. / W.O NO.	
SCOPE OF WORK OF BIDDER	
DATE OF COMMENCEMENT OF THE PROJECT/WORK	
DATE OF COMPLETION OF THE PROJECT/WORK	
TOTAL EXECUTED VALUE FROM THE PROJECT/WORK (SPECIFY CURRENCY AND AMOUNT)	

- (i) Copies of Letter of awards/Order/Work Orders and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
- (ii) The Supply/Work/Services completed earlier than 07 years need not be indicated here.
- (iii) The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Date:

Place:

CONTINUE FORMAT-C

FORMAT FOR CERTIFICATION BY CHARTERED ACCOUNTANT

Certificate from the Chartered Accountant regarding Supply of Good/Works/Services

Based on its books of accounts and other published information authenticated by it, (this is to certify that LOA/PO/WO No.....dated.....was awarded to.....(name of the Bidder) by(Name of Client) to execute.....(name of Supply/work/Service). The Supply/Works/Services commenced on..... (Date) and was/is likely to be completed on..... (Date, if any). It is certified that the total value of contract/order executed by.....(name of bidder) was(Specify Currency and amount) and executed value was.....(Specify Currency and amount).

Name of Audit Firm/:

[Signature of Authorized Signatory]

Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

FORMAT-D**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/WORK/SERVICES SUPPLIED/DONE DURING PAST 07 YEARS.****(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)**

S. No.	Description of the Goods/Works/Services	LOA/PO/WO No. and date	phone nos. of Client. Name, designation and address of Engineer/Officer-in-Charge (for cases other than purchase)	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Work/Services or supply of supply of goods	Scheduled Completion Time (Months) Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Pl refer instruction								

[Signature of Authorized Signatory of Bidder]

Place:

Name

Designation:

Date:

Seal:

Instructions:

1. Copies of Letter of awards/Order/Work others and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The Supply/work/Services completed earlier than 07 years need not be indicated here.
3. The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each Order in this Annex. The orders cited must comply with the Bid Evaluation criteria specified in Tender Document. Details provided in this section are intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the Instructions below.
5. A separate sheet should be filled for each LOA/Work Order/Purchase Order.

6. Certificate from the Bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each orders).
7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

CONTINUE FORMAT-D

Certificate from the Statutory Auditor regarding Supply of Good/Works/Services

Based on its books of accounts and other published information authenticated by it, (this is to certify that LOA/PO/WO No.....dated.....was awarded to.....(name of the Bidder) by(Name of Client) to execute.....(name of Supply/work/Service). The Supply/Works/Services commenced on..... (Date) and was/is likely to be completed on..... (Date, if any). It is certified that the total value of contract/order executed by.....(name of bidder) was(Specify Currency and amount) and executed value was.....(Specify Currency and amount).

Name of Audit Firm/:

[Signature of Authorized Signatory]

Chartered Accountant

Date:

Name:

Designation:

Seal:

Membership no.

FORMAT FOR STATUTORY AUDITOR'S/CHARTERED ACCOUNTANT* CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For Supply of Goods/Works/Services)

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR____ (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."
4. * Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

CUT-OUT SLIP

Section -IB

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2013/C/055/AR

ITEM: SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE COMPONENTS AND ACCESSORIES FOR SETTING UP WIDE LAN SYSTEM AT LEPETKATA AND GDU, DULIAJAN.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 01/11/2013

Date and time for opening of bids : 15.00 hrs (IST) on 01/11/2013

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.:0373-2914609
--	--

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2013/C/055/AR

Item: SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE COMPONENTS AND ACCESSORIES FOR SETTING UP WIDE LAN SYSTEM AT LEPETKATA AND GDU, DULIAJAN.

Due Date & Time Of bid submission: Up-to 14.30 hrs (IST) on 01/11/2013

Date and time For opening of bids: 15.00 hrs (IST) on 01/11/2013

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.:0373-2914609
--	--

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2013/C/055/AR

ITEM: SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE COMPONENTS AND ACCESSORIES FOR SETTING UP WIDE LAN SYSTEM AT LEPETKATA AND GDU, DULIAJAN.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 01/11/2013

Date and time for opening of bids: 15.00 hrs (IST) on 01/11/2013

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.:0373-2914609
--	--

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

SECTION -II

Instructions To Bidders

CONTENTS

Instruction 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

1.0 Scope of Bid:

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

2.0 Eligible Bidders:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and

binding on the bidder.

- 2.7 The bidder is not put on holiday by BCPL or black listed by any Government Department/ Public Sector including BCPL.

3.0 One Bid per Bidder:

A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

4.0 Bid Evaluation Criteria:

The Bid Evaluation Criteria (BEC) is as per Annexure1 to IFB. The bids of only those bidders shall be considered for further evaluation and award, which is meeting BEC in totality and have submitted sufficient documentary evidence in support of meeting BEC.

5.0 Cost of Bidding:

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

B. BIDDING DOCUMENTS

6.0 Content of Bidding Documents:

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

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

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

7.0 Clarification of Bidding Documents:

- 7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than date of **Pre-Bid meeting/10 days prior to the deadline (in exceptional case)** for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

*[All questions/queries should be referred to BCPL on or before scheduled date of pre-bid conference or 10 days before bid closing date. The questions/queries received by BCPL prior to pre-bid conference will be addressed in the pre-bid conference & **no separate communication will be sent to bidders.**]*

8.0 Amendment of Bidding Documents:

- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda/corrigenda.
- 8.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9.0 Language of Bid:

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

10.0 Documents Comprising the Bids:

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

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

- PART-I: UN-PRICED (TECHNO-COMMERCIAL BID): The "Un-Priced Bid" must be complete with the following:
 - (A) 'Covering Letter' on Bidder's 'Letter head'
 - (B) Original EMD / Bid Security
 - (C) Documents against BEC
 - (D) An affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying as given in clause no 12 in SCC
 - (E) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning **“QUOTE/NOT QUOTED”**) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately
 - (F) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
 - (G) All other Forms & Format of Section IV (including.) duly filled in
 - (H) Complete Tender Document duly signed
 - (I) All technical and commercial details other than the rate/price, bidder willing to submit
 - (J) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.
- PART-II: PRICE BID [PRICE SCHEDULE

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the “Price Schedule” format Section- VI of tender duly signed

No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be stipulated / submitted in Priced bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule” and indicate the discounted unit rate(s) only.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for placement of order and the same will be conclusive and binding on the bidder.

11.0 Bid Form & Price Schedule:

- 11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section VI of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

12.0 Bid Prices:

12.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.2 Bidders shall indicate the following separately (as per Price Schedule, Annexure-VI)

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods)
- B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.

C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL’s account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to **BCPL**. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

***NOTE:** Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. However, transit Insurance shall be arranged by bidder.*

12.3 **Fixed Price:** Prices quoted by the bidder shall be firm and fixed during the bidder’s performance of the contract and not subject to variation on any account except for variations permitted under 12.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.0 Bid Currencies:

13.1 Domestic bidders may submit bid in Indian Rupees.

14.0 Documents Establishing Bidder’s Eligibility and Qualification:

14.1 Bid Evaluation Criteria (As per IFB)

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria

- 14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- 14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.
- 14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to the rights available to BCPL under the contract such as forfeiture of CPBG/security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor.

Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

15.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

- 15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:
- a) Detailed description of the essential technical and performance characteristics of the goods;
 - b) A clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16.0 Period of Validity of Bids:

16.1 The bid shall remain valid for acceptance for **120 days** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

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

17.0 EMD / Bid Security:

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

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

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

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

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

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

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

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

18.0 Pre-Bid meeting:

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Central Ware House, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail
(**exactly in Format F3**) to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

19.0 Format and Signing of Bid

- 19.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.
- 19.2 The bid shall contain no alterations, omissions or additions, unless such corrections are
initialized by the person or persons signing the bid.

20.0 Zero Deviation:

- 20.1 Bidders to note that this is a **zero deviation tender**. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC- Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that BCPL may not seek any technical and commercial clarifications after the receipt of the bids. **Bids with any deviation to the bid conditions shall be liable for rejection.**

D. SUBMISSION OF BIDS

- 21.0 Sealing and Marking:** Please refer IFB.

22.0 Deadline for Submission of Bid:

- 22.1 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication or by email to all prospective bidders who have been issued the bid documents, extend the deadline for the submission of bids in which case

all rights and obligations of the PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

23.0 Late Bids:

- 23.1 Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.
Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

24.0 Modification and Withdrawal of Bids:

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

E. OPENING AND EVALUATION OF BIDS

25.0 Modification and Withdrawal of Bids:

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

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

27.0 Process to be Confidential:

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

27.1.2 Contacting the Purchaser

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

27.1.3 Preliminary Examination of Bids:

Techno-Commercial Bid Evaluation:

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

bids are generally in order.

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

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

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

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

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

28.0 REJECTION CRITERIA:

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

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

- xi) Any other deviation to terms and conditions mentioned elsewhere in the tender, which leads to rejection of bid.

29.0 Priced Bid Opening:

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

30.0 Arithmetic Correction

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

be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each item (Item wise evaluation):

- a. Ex-works price quoted by the bidder
- b. (+)Packing & Forwarding (if any) as quoted (if percentage mentioned, then calculated on a.)
- c. (+) Excise Duty & Educational cess [if percentage mentioned, then calculated on (a+b)]
- d. (+) Sales tax against form C or without concessional Form / VAT [if percentage mentioned, then calculated on (a+b+c)]
- e. (+)Transportation charges up to site as quoted [if percentage mentioned, then calculated on (a)]
- f. **(+) Charges for Installation & Commissioning including service tax (if any)**
- g. (+)Inspection/testing charges or any other charges/taxes/duties mentioned by the bidder in price schedule format.
- h. (+) Commercial/Technical loading, (if any)
- i. **(-) Amount of ED & Service Tax mentioned above or amount of Cenvat benefit against ED and Service tax to be passed on to BCPL, whichever is lower (refer Price schedule).**

In case of statutory changes, the rate of ED & Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

Bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit. In case the % or the amount of cenvat benefit is not mentioned (left blank) then same shall be considered as included and the ED mentioned will be taken as the cenvat benefit to be passed on to BCPL

The evaluated price of all the bidders as above shall be compared together to arrive at the lowest offer as per F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any) (-) cenvat benefit as mentioned above.

NOTE: **Price has to be quoted strictly in the price schedule format only with all desired break-up i.e. Ex-works, taxes, duties, freight etc for Indian Bidder.**
The bid will be rejected in case written as actuals or to pay extra

32.0 PURCHASE PREFERENCE:

32.1 Purchase preference to Central Government Public Sector Undertaking shall be allowed as per Government instructions in vogue

33.0 PUBLIC PROCUREMENT POLICY FROM (MSES):

Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

i) Issue of Tender Documents (in case of Open Tenders) to MSEs free of cost. ii) Exemption to MSEs from payment of EMD/Bid Security.

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

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

v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises

Development Act, 2006, the bidder shall submit the following:

a) **Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium**

Enterprises.

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

34.0 CENTRAL EXCISE DUTY

- 34.1 The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission. Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence / invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and Cess thereon within the contract period (except on account of variation / change in the turnover of contractor), the same shall be paid by BCPL against documentary evidence.
- 34.2 In case the bidder procure the material from a vendor / sub-vendor for onward delivery to BCPL, Lepetkata, then the name of the bidder may appear as 'buyer' and the name, address & details of BCPL, Lepetkata, shall appear as 'Consignee' on the Excise Invoice so as to enable BCPL, Lepetkata, to avail CENVAT Credit.
- 34.3 The supplier shall mention the following particulars of BCPL, Lepetkata on the Excise Invoice. Besides following, if any other particulars of BCPL, Lepetkata as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the Invoice.
- 34.4 The supplies shall be accompanied with proper Excise Invoice as required under the Central Excise Law as applicable on the date of dispatch.
- 34.5 The bidder shall hand over the proper Invoice to BCPL, Lepetkata in order to enable BCPL to avail CENVAT Credit. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to BCPL, wherever applicable. In case BCPL losses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise have been availed by BCPL, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

The statutory variation in Excise Duty + Ed. Cess & CST, if any, applicable on finished goods within the contractual completion period shall be to purchaser's account against submission of the documentary evidence. However, any increase in the rate of these taxes

and duties beyond the contractual completion period shall be to seller's account. Any decrease in the rate of taxes & duties shall be passed on the purchaser.

Any new or additional taxes/ duties and any increase in the existing taxes/ duties imposed after contractual completion period shall be to the seller's account whereas any corresponding decrease shall be passed on to the Purchaser

F. AWARD OF CONTRACT

35.0 Post Qualification:

- 35.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

36.0 Award Criteria:

- 36.1 Subject to ITB Clause 26, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

37.0 PURCHASER's Right to Vary Quantities at Time of Award:

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

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

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

39.0 Notification of Award / Fax of Intent:

- 39.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid

has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

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

39.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-41, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

40.0 Acceptance of Purchase Order:

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

41.0 Performance Guarantee:

41.1 Within 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Conditions of Contract** (GCC-Goods) in the form provided in the bidding documents.

41.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

41.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

41.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

41.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

41.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42.0 Submission of False/Forged documents:

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

43.0 Income Tax Liability:

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

44.0 Corrupt or Fraudulent Practices:

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

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

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

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

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

45.0 ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts

(Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) Instruction to Bidders
- iii) Special conditions of contracts (Goods)
- iv) General conditions of contracts (Goods)

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

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

SECTION-III A

General Conditions of Contract-Goods (GCC-Goods)

General Conditions of Contract-GOODS INDEX

Section -IIIA

<u>Article</u>	<u>Title</u>
1.	Definitions
2.	Seller to inform
3	Application
4.	Country of origin
5.	Scope of Contract
6.	Standards
7.	Instructions, direction & correspondence
8.	Contract Obligations
9.	Modification in Contract
10.	Use of Contract Documents & Information
11.	Patent Rights, Liability & Compliance of Regulations
12.	Performance Guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Transit Risk Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting & assignment
24.	Time as Essence of Contract
25.	Delays in the Seller's Performance
26.	Price Reduction Schedule for Delayed delivery
27.	Rejections, Removal of rejected equipment & replacement
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of disputes/arbitration
31.	Governing Language
32.	Notices
33.	Taxes & Duties
34.	Books & Records
35.	Permits & Certificates
36.	General
37.	Import License
38.	Enterprise's information with respect to MSME Development Act, 2006
39.	Fall clause
40.	Publicity & Advertising
41.	Repeat Order
42.	Limitation of Liability

1 Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.1 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 PURCHASER/ OWNER/BCPL shall mean Brahmaputra Cracker & Polymer Ltd. having its registered office at Hotel Brahmaputra Ashok, M.G.Road , Guwahati-781001, Assam. The term PURCHASER includes successors, assigns of BCPL
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors. Quantities – Bills of quantities Designate the quantity calculations to be taken into account when these calculations are made from detailed or

construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

- 1.24 **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 Seller To Inform

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application

- 3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that

they are not superseded by provisions of other parts of the Contract.

4 Country of Origin

- 4.1** For purposes of this Clause “origin” means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract

- 5.1** Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2** Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER’s responsibility) shall be provided by SELLER without any extra cost.
- 5.3** The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4** The SELLER shall furnish 2 (two) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5** The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER consequent to furnishing of incorrect data/drawings.
- 5.6** All dimensions and weight should be in metric system.
- 5.7** All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8** The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9** Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10** SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

8 Contract Obligations

- 8.1 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification In Contract

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information

- 10.1 The Seller shall not, without the Purchaser's prior written consent, disclose the Signature and Seal of Bidder

CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Contract cum Performance Bank 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.

The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub- contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other aPelargonic Acidratus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will 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, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule

Time Schedule Network/Bar Chart

Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw aterials, manufacturing, testing, delivery, erection and commissioning.

PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.

Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time

schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the

CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of.

Should SELLER fail to comply with such notice within the period considered

reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable),.

15 Delivery & Documents

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation & Specifications enclosed.

16 Transit Risk Insurance

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- Insurance Requirements:
- Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BCPL.
- The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the

PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

17. Transportation

17. Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 17.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules, if asked.

19 Spare Parts and Maintenance Tools

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided That his option shall not relieve the Seller of any warrantee obligations under the Contract, and
- 19.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient

- time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

19.3 Spare parts shall be new and of first class quality as per engineering standards/codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

19.4 Type and sizes of bearings shall be clearly indicated.

19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

20 Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S

agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the use for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of shipment (for each lot) whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish

and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair. In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/ shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank.
Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time As Essence of Contract

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 Delays In The Seller's Performance

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be

- liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (if applicable), imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule For Delayed Delivery

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by

1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 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 the Performance Guarantee (if applicable).

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice Purchaser's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or

- are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to Recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

28.1 Termination for Default

- 28.1.1 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 in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the 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.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, 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.
- 28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) 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 nor 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 three years from the date of termination by BCPL (India) Ltd. to such VENDOR.

28.2 Termination for Insolvency

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.

28.3 Termination for Convenience

- 28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.
- 28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:
- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
 - b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

- 29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- 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 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 28.0 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 cause, 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.

30 Resolution of Disputes/Arbitration

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in- Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (BCPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

- 30.5 BCPL has framed the conciliation rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and conciliation act 1986 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on BCPL's web site www.bcplonline.co.in for reference. Unless otherwise specified the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules 2010.
- 30.6 Any disputes(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.
- 30.7 In case of any disputes(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a disputes(s) / difference(s) / issue(s) between / amongst the Parties and the such a Party wishes to refer the disputes(s)/difference(s)/issue(s) Conciliation such invitation for Conciliation shall contain sufficient information as to the disputes(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the disputes(s)/difference(s)/issue(s), the amount of monetary claim, if any, and cause(s) of action.
- 30.8 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceeding.
- 30.9 If the Party initiating conciliation dose not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation. He/she may elect to treat this as a rejection of the invitation to conciliation. If he/she so elect, he/she shall inform the other Party(ies) accordingly.
- 30.10 Where invitation for Conciliation has been furnished, the parties shall attempt to settle such disputes(s) amicably under part-III of the Indian Arbitration and Conciliation Act. 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Disputes Resolution Mechanism that the parties hereto shall go for Arbitration. For the purpose of this clause. The option of 'Conciliation' shall be deemed to have been exhausted even in case of rejection of 'Conciliation' by any of the Parties.
- 30.11 The cost of Conciliation proceeding including but not limited to fees for Conciliation(s), Airfare, Local Transport, Accommodation, Cost towards conference facility etc. shall be borne by the parties equally.
- 30.12 The Parties shall freeze claim(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceeding. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date Settlement Agreement.

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/ in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33 Taxes & Duties

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34 Books & Records

- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and

SELLER further agrees to hold PURCHASER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37 Import License

31.7 No import license is required for the imports covered under this document.

38 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.”

**39 FALL CLAUSE
NOT APPLICABLE**

40 Publicity & Advertising

40.1 Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media

41 Repeat Order

41.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order qty. without any change in unit price or other terms and conditions.

42 Limitation of Liability

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

Section IIIB

Scope of Work And Special Conditions of Contract

Special Conditions of Contract (SCC)

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

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

1. Supply

1. LAN active components will be delivered by the vendor in the specified location i.e. BCPL site Lepetkata as per the PO placed.
2. All the type of Active components (including Transceivers and power supply) should be from the same OEM.
3. The bidder shall quote and provide/supply all item(s) of latest make and model.
4. The bidder can represent only one OEM in the tender.
5. The bidder should supply rack mounting kit along with all the network equipment.

2. Installation

1. Bidder will have to arrange conveyance at their own cost for enabling movement of the equipment/engineers within/outside the plant premises during installation/testing/commissioning. However BCPL will provide necessary permissions required for movement of vehicle within the plant premises.
2. The rates quoted for SOR items in Table-1 shall be inclusive of all expenses such as all duties, freight, insurance, labour charges for installation, commissioning and testing and other incidental expenses.

3. Repair/ Replacement Clause

1. Any fault/ complaints logged with the bidder through e-mail/ telephonic call shall be attended by the bidder within 3 hours.
2. In case any of the supplied equipment require repair during the warranty period the bidder shall
 - a. Provide a temporary stand by unit of the same make and model within 3 hours of attending the fault.

- b. Do all the required configurations in the above supplied equipment.
3. In case any of the supplied equipment require replacement during the warranty period the bidder shall
 - a. Provide the replacement unit of the same make and model or higher within 24 hours of attending the fault.
 - b. Do all the required configurations in the above supplied equipment.
4. The Vendor shall arrange their own Tools and Tackles required for identifying and resolving faults arising during the warranty period.

4. Warranty Clause:

1. The Bidder shall undertake minimum 3 years comprehensive on-site warranty for all the supplied products/equipment.
2. Bidder has to submit a warranty certificate clearly stating the serial no, make, model, period of warranty, start date of warranty of the supplied equipment etc.
3. The 3 years comprehensive on-site warranty will be applicable from the date of issue of satisfactory pre-installation test.
4. Successful bidder should have back-to-back arrangement with the OEM for all the equipment, accessories, and spare parts etc. for a period of three years. A confirmation letter from the OEM should be submitted along with the tender.

5. Escalation Matrix and SLA:

1. Vendor will provide escalation matrix up to 3 levels of how the call/complaints will be attended along with valid contact numbers, e-mail IDs and address.
2. If calls are not attended as per the clause C(1 to 4) of SCC, the vendor will be penalised as below:
 - a. Call attended after 3 hours but within 5 hours from the time of intimation Rs 100/- per hour per hardware will be charged.
 - b. Call attended after 5 hours but within 12 hours from the time of intimation Rs 500/- per hour per hardware will be charged.
 - c. Call attended beyond 12 hours from the time of intimation Rs 1000/- per hour per hardware will be charged.

The above deductions will be done from the performance bank guarantee/security deposit.

6. Payment Terms.

- a. **Seventy Percent (70%)** of the Purchase Order/Contract value will be made on receipt of delivery of all the items as per SOR list at the site and submission of following documents :-
 - (i) **Invoice cum delivery challan in triplicate**
 - (ii) **Warranty Certificate**
 - (iii) **Packing list**
 - (iv) **LR/Consignee Copy**
- b. **Twenty Percent (20%)** of the Purchase Order/Contract value will be made after successful installation and commissioning and submission of following documents:-
 - i) **Completion certificate issued by BCPL IT Dept.**
- c. **Ten Percent (10%)** of the Purchase Order/Contract value will be made on expiry of warranty period or on submission of Performance Bank Guarantee of an amount equivalent to that value and valid for the period of warranty + 3 months i.e. 39 (Thirty Nine) months.

7. Others

The Principal / OEM of the bidder should have a 24 x 7 technical assistance centre in India.

8. Project Completion Schedule:

The total project shall be completed within 12 weeks from the date of issuance of purchase order.

9. Contract Schedule

Supply, installation, and commissioning of active components and accessories for setting up wide LAN system and handing over of total system must be completed within twelve weeks from the date of issuance of purchase order from BCPL.

10. Performance Bank Guarantee

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

11. Price Reduction Schedule

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

12 **Affidavit:**

The bidder shall submit an affidavit duly notarized to the effect “that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”.

SCOPE OF WORK

1. The subject of this tender is to invite Bids from reputed systems integrators for Supply, Installation, Testing and Commissioning for BCPL's LAN active component and accessories at BCPL Lepetkata and Duliajan sites.
2. All tools/tackles, hardware/software required for installation, commissioning and testing of the LAN system shall be arranged by the bidder.
3. **Functional Requirements**

The propose BCPL LAN diagrams connecting various plant and non plant building at BCPL Lepetkata and Duliajan are given in Annexure-1A and Annexure-1B respectively. The bidder shall install and configure the supplied LAN active component and accessories at each site to achieve the LAN connectivity at each site as per the diagram shown in Annexure-1A and Annexure-1B.

4. **Delivery:**

- LAN active components and accessories will be delivered by the vendor in the specified locations i.e. BCPL site Lepetkata as per the PO placed. However vendor will be responsible for transporting required components for installation to BCPL site Duliajan from Lepetkata at their cost and risk after Pre-installation test.
- The hardware to be supplied shall be new and of latest specifications.
- Any software to be supplied by the vendor shall be from licensed source.
- The Bidder should submit the detailed Bill of Material (BOM) including Product Part Nos., Description, and Quantities etc. in compliance with the Technical Specifications & Network Architecture on the Letter head of the OEM of active. The OEMs should validate and certify the Bill of Material as per the network architecture and technical specifications mentioned in the tender document. If the quoted product does not fully comply with the network architecture & technical specifications the bid will be rejected. On completion of delivery, vendor shall get the Bill of Material checked and signed by BCPL's official.
- Vendor shall arrange for the transit insurance and storage insurance of the ordered IT components till installation clearance of these components at the site(s). A copy of the insurance certificate obtained will be sent to BCPL on delivery of the ordered components.
- Vendor shall visit the site(s) in advance and check its readiness for housing and operation of systems. This included checking for proper power supply, earthing, operating temperature, dust conditions, etc. Vendor shall inform BCPL if any of the sites condition is not fulfilling the requirement of operating environment/infrastructure for installing networking components, so that BCPL can take corrective actions at their end accordingly.

- The vendor shall provide all required equipments and services, whether or not explicitly mentioned in this document, to ensure the completeness, operability and maintainability of the system at each site location at no extra cost to BCPL.
- Vendor shall submit a detailed plan and schedule for carrying out the installation, integration, testing and commissioning of the LAN active components and accessories as per BCPL LAN topology.

5. Pre Installation Test:

- Physical Verification of all active components and accessories shall be done at BCPL Lepetkata in the presence of BCPL officials.
- The vendor shall do the testing with trained manpower certified from the OEM of Active Components. Certificate for the same should be produced during the visit to BCPL site.
- All features of H/W and S/W shall be tested at the discretion of BCPL.
- All UPS will be tested for proper functioning and backup.
- Vendor will provide the detailed list of hardware, accessories, and software media that is being supplied in soft and hard copy. The list will include make, model and serial number of all the hardware as well as the version of system software.

6. Installation Clearance:

- Vendor shall submit reports of pre installation above test and based on satisfactory Pre installation test results, BCPL shall give installation clearance of the supplied items.

7. Installation and Commissioning:

- Vendor shall carry out the installation as per BCPL's LAN topology, and demonstrate the system(s) is in working order to BCPL. The vendor shall configure the system(s) as per the detailed discussions held at site(s).
- The vendor shall do the testing with trained manpower certified from the OEM of Active Components. Certificate for the same should be produced during the visit to BCPL site.
- Vendor shall install the supplied switches in the preinstalled racks.
- Vendor shall install and test all the SFPs in the switches as per the requirement of BCPL.
- Vendor will connect patch cord from the patch panel to the switch port and will also dress the cables inside the rack to the satisfaction of BCPL engineers. Supply of Patch cord is in the scope of BCPL.
- Vendor shall connect the uplink fibre optic patch cord from LIU to SFP module in switch. Supply of FO Patch cord is in the scope of BCPL.
- Vendor will have to coordinate with the contractor who is executing the installation of passive components of LAN at BCPL location(s) for getting the desired output as per the satisfaction of BCPL official.

- Vendor shall submit the installation report along with system(s) configuration report; results of diagnostic tests run etc. to BCPL.
- Vendor shall submit the LAN performance and throughput report.
- As a part of implementation, vendor will be required to configure the switches that are brought under this contract. In case of augmentation or any other change, vendor may be required to configure the active pre-existing devices also.
- Vendor shall install the UPS as per the site requirement. Wherever wall mount racks are at considerable heights, vendor will provide suitable base frame/ support structure made of steel, mounted on the wall to raise the UPS above floor level. The frame/ support structure should be painted to avoid rusting and wear and tear.
- If some configuration change is required in the supplied system in order to access the existing/new applications within the BCPL LAN/WAN, the same shall be done by the vendor free of cost during the warranty period.
- Complete functionality of the system as per BCPL's LAN topology shall be tested in conjunction with the existing passive components of LAN.

8. Training

Six day training on network equipment and its configuration shall be provided to at least 5 participants. Supplier shall arrange the resource person, H/W & S/W setup for the above training.

Section IV

FORMS & FORMATS

FORMS & FORMATS

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

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

Acknowledgement cum consent letter**F-1**

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail to arajkhowa@bcplindia.co.in or FAX with duly filled-up this Format. In case of no reply or No Offer, It will be considered that bidder is not interested and No Further Tender will be issued in future)

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone:+913732914609

Dear Sir,

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

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

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

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

B) Details of Contact person:

- (i) Postal Address :
- (ii) Telephone Number :
- (iii) Fax Number :
- (iv) Contact Person :
- (v) E-mail Address :
- (vi) Mobile No.- :

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

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

Signature and Seal of Bidder

Page 82 of 109

extension of bid submission date

- o Any other reason (please specify)

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

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone:+91373 914609

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

- 4 Operation Address
if different from above: _____

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

(SIGNATURE OF BIDDER WITH SEAL)

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

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914609

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

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

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

BID FORM**F-4**

To,

Signature and Seal of Bidder

DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914609

Dear
Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of , the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive. SEAL AND SIGNATURE

DATE

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

CHECK LIST OF DOCUMENTS

F-5

[BIDDERS ARE ESSENTIALLY REQUIRED TO FILL -UP THIS CHECK LIST BEFORE SEALING FORWARDING THE BID TO AVOID REJECTION, DUE TO NON- COMPLIANCE AND NON-SUBMISSION OF DOCUMENTS. THIS FORMAT MUST BE SUBMITTED ALONGWITH YOUR OFFER DULY SIGNED & STAMPED]

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone:+91 373 2914609

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

- 1) EMD Details: DD [] BG [] LC []
No... Date..... Amount- Rs.....Validity.....
- 2) Whether EMD/bid Security of requisite amount has been forwarded to BCPL, Lepetkata before bid submission, which must reach BCPL, Lepetkata within 7 days of bid closing date and copy attached alongwith offer. [YES/NO]
- 5) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed. [Page-]
- 6) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted alongwith “UN-PRICED BID” [Page-]
- 7) No Deviation Certificate [Page-]
- 8) Power of Attorney in the name of the signatory to the Bidding Document [Page-]
- 9) Duly filled-in and signed Agreed Terms and Conditions [Page-]
- 10) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. [Page-]
- 11) Confirm bid is submitted Under Two Bid System [YES/NO]
- 12) Bidder has signed and stamped the whole of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]
- 13) Domestic Bidders only: Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit. [YES/NO]
- 14) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document
 - i) [List out all such requirement and submissions] [Page-]
 - ii) ----- [Page-]

Signature and Seal of Bidder

Page 87 of 109

LETTER OF AUTHORITY

F-6(A)

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

Bidder Ref:.....

Date:

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

Dear Sir,

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

Name & Designation _____ Signature _____.

Yours

faithfully,

Signature

Name & Designation

For and on behalf of

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

POWER OF ATTORNEY**(to be submitted on the letter-head of company)**

To,
 DGM (C&P)
 BCPL
 Lepetkata, Dibrugarh, Assam
 (India)
 Phone: +91 373 2914609

SUBJECT: **PROCUREMENT OF** _____
 Tender No- _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

 (Name of person with Company seal)

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

 (Name of person)
 E-mail id:

**NO DEVIATION
CONFIRMATION**

F-7

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914609

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid against subject tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

F-8

CERTIFICATE

To,
DGM (C&P)
BCPL
Lepetkata, Dibrugarh,
Assam
(India)
Phone: +91 373
2914609

Dear Sir,

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

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

Seal and Signature of Bidder

Signature and Seal of Bidder

Page 90 of 109

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

BCPL ,
LEPETKATA

Dear Sir(s),

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

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

We, the _____ Bank at _____
having our Head Office _____

(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the bidders by BCPL the amount _____ without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid upto _____ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from

M/s. _____
whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

INSTRUCTIONS FOR FURNISHING BID BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax/.From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.

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

Ref.:

Date:

Bank Guarantee No.:

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

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No. _____ dated _____ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of `_____ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warranty quality _____ to Owner/Purchaser.

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

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

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

relation to the SELLER'S liabilities.

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

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

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

This guarantee is valid until the _____ day of _____ 20__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(SIGNATURE)
NAME
BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)

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

Date:

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.

AGREED TERMS AND CONDITIONS-INDIAN BIDDER

(Bidders must confirm / comment to all points)

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

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	against each item in “Part-II : Price Bid”	
6.7	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
6.8	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
6.9	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
6.10	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
6.11	Accepted Guarantee/warranty as per Tender Document & its Corrigendum (if any)	
6.12	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	
6.13	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
6.14	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
7.0	SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:	
7.1	Bid Covering letter	
7.2	Confirmation towards submitted of form F1 within 7 days of receipt of NIT/ Tender Information.	
7.3	form F2 duly filled	
7.4	Submitted form F3 before pre-bid meeting	
7.5	form F4 duly filled	
7.6	form F5 duly filled	
7.7	form F6(A) duly filled	
7.8	form F6(B) duly filled	
7.9	form F7 duly filled	
7.10	form F8 duly filled	
7.11	form F14 duly filled	
7.12	Any Forms and Formats required for Financial Eligibility duly filled up and submitted	
7.13	An affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying as given in clause no 12 in SCC	
7.14	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
7.15	Complete Tender Document alongwith its Corrigendum/Amendment etc., digitally signed	
8.0	ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:	
8.1	Confirm acceptance of repeat order clause as per Tender Document.	
8.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	Not Applicable
8.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges except transit insurance.	
8.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable

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

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

Section V

Technical

Specification

ITEM	SI. No		
24 Port L3 Switch		General Features	
	1	Stackable Switch 24 No. of 10/100/1000 Mbps ports	
	2	Switch should support 2 10G or 4 1G SFP ports for Uplink.	
	3	Switch should have 1 10G single Mode fiber ports and 1 1G Single mode fiber ports from day one.	
	4	Switch should also have provision for 10G Copper RJ-45 ports for atleast 50 meters.	
	5	Switch should support internal redundant Power supply.	
	6	Switch should have dedicated stacking ports with 64 Gbps bandwidth from day one with min. of 8 switch in a stack.	
		Performance	
	7	160 Gbps Switch fabric & Forwarding rate - 65 Mpps	
		Layer-3 Features	
	8	Basic IP unicast routing protocols (static, RIPv1, and RIPv2) should be available from day 1	
	9	Should have IPv6 routing capability (RIP, and OSPF protocols) with IPv6 traffic through configured interfaces from day one.	
	10	Should have Advanced Layer 3 features such as Open Shortest Path First (OSPF), Border Gateway Protocol (BGP) Policy -Based Routing from day one.	
	11	Inter-VLAN IP routing should be supported for full Layer 3 routing between two or more VLANs.	
	12	Equal-cost routing facilitates Layer 3 load balancing and redundancy.	
	13	Should support Protocol Independent Multicast (PIM) for IP Multicast routing	
		Layer-2 Features	
	14	IEEE 802.1Q VLAN encapsulation. Upto 1000 VLANs should be supported. Support for 4000 VLAN IDs.	
	15	Centralized VLAN Management. VLANs created on the Core Switches should be propagated automatically.	
	16	Spanning-tree feature to prevent other edge switches becoming the root bridge.	
	17	Support for Detection of Unidirectional Links (in case of fiber cut) and to disable them to avoid problems such as spanning-tree loops.	
24 Port L3 Switch	18	The Switch should be able to discover the neighboring device giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.	
	19	Per-port broadcast, multicast, and storm control to prevent faulty end stations from degrading overall systems performance.	
	20	Local Proxy Address Resolution Protocol (ARP) to work in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth.	
	21	Multicast VLAN registration (MVR) to continuously send multicast streams in a multicast VLAN while isolating the streams from subscriber VLANs for bandwidth and security reasons.	
		Network security features	
Page 101 of 109			

22	Support for mechanisms to improve the network's ability to automatically identify, prevent, and respond to security threats and also to enable the switches to collaborate with third-party solutions for security-policy compliance and enforcement before a host is permitted to access the network. Thus preventing the spread of Viruses & worms.	
23	Port-based ACLs for Layer 2 interfaces to allow application of security policies on individual switch ports.	
24	SSH and SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions.	
25	Bidirectional data support on the Mirrored port to allow the intrusion detection system (IDS) to take action when an intruder is detected.	
26	MAC address notification to allow administrators to be notified of users added to or removed from the network.	
27	DHCP snooping to allow administrators to ensure consistent mapping of IP to MAC addresses. This can be used to prevent attacks that attempt to poison the DHCP binding database, and to rate-limit the amount of DHCP traffic that enters a switch port.	
28	Port security to secure the access to an access or trunk port based on MAC address.	
29	Multilevel security on console access to prevent unauthorized users from altering the switch configuration using local database or through an external AAA Server.	
30	Spanning tree feature to shut down Spanning Tree Protocol enabled interfaces when BPDU's are received to avoid accidental topology loops.	
	Quality of Service (QoS) & Control	
31	Standard 802.1p CoS and DSCP	
32	Control- and Data-plane QoS ACLs	
33	Weighted tail drop (WTD) or equivalent to provide congestion avoidance	
34	Strict priority queuing mechanisms	
35	The committed information rate function should provide bandwidth in increments as low as 8 Kbps	
36	At least 64 aggregate or individual polices should be available per Fast Ethernet or Gigabit Ethernet port.	
	Management	
37	Command Line Interface (CLI) support for configuration & troubleshooting purposes.	
38	For enhanced traffic management, monitoring, and analysis, upto four RMON groups (history, statistics, alarms, and events) must be supported.	
39	Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination.	
40	Trivial File Transfer Protocol (TFTP) to reduce the cost of administering software upgrades by downloading from a centralized location.	
41	SNMP v1, v2c, and v3 and Telnet interface support delivers comprehensive in-band management, and a CLI-based management console provides detailed out-of-band management.	
42	RMON I and II standards	
43	Should support sflow/jflow/netflow or equal for switch to switch encryption.	
44	Support for Automatic Quality of Service or equivalent for easy configuration of QoS features for critical applications.	
Page 102 of 109		

24/48 Port L2 Switch	45	Should have support for Virtual routing and forwarding (VRF)-Lite or equivalent which enables a service provider to support two or more VPNs, with overlapping IP addresses.	
		Advanced Features	
	46	Enhanced Energy management feature for operational cost optimization by measuring actual power consumption of the PoE devices, reporting, and reducing energy consumption across the network. The Energy management feature should enable customer to measure the power consumption of network infrastructure and network-attached devices and manage power consumption with specific policies, reducing power consumption to realize increased cost savings, potentially affecting any powered device. The switch should have capabilities to support energy consumption, energy reports and energy management.	
	47	The Switch should support IEEE 802.1AE MACsec .	
		General Features	
	1	Switch should be 19" rack mountable with 1 RU height	
	2	Stackable Switch. 24/48 No. of 10/100/1000 Mbps full duplex auto sensing copper ports	
	3	Support for 4*1G SFP Uplink Ports. Single Mode transceivers to be quoted separately as mentioned in bill of material.	
	4	Support for external/internal Redundant Power System	
	5	10/100/1000Base-T, RJ-45,console,SFP,mini-GBIC,USB	
	6	Support Stacking with dedicated stacking ports with min. 80 Gbps bandwidth.Stack modules to be purchased separately as per requirement.	
	7	The proposed switch should have flash memory to hold the latest Software Release plus one (1+1 - switch operating system)and multiple configuration files (more than 1 configuration file). It should support all features of switch and parameters like MAC Address Table, IP Routing Tables, VLANs etc. at their peak values as claimed in the Data Sheets of the Switch.	
		Performance	
	8	Forwarding Bandwidth 107 Gbps.	
	9	Should support min. 128 Mb Flash Memory & 512 Mb RAM	
	10	Min. 255 Vlan Supported & Upto 4000 VLAN ID's supported	
	11	Mac address table size 16k supported	
	12	Should support 9K Jumbo Frame	
	13	Should support MTU 9k	
		Status Indicator	
	14	Port status, link activity, port transmission speed, port duplex mode, power, system	
		Layer-2 Features	
	15	Layer 2 switching, auto-sensing per device, dynamic IP address assignment , auto-negotiation, BOOTP support, ARP support, load balancing, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, Syslog support, DiffServ support, Broadcast Storm Control, IPv6 support, Multicast Storm Control, Unicast Storm Control, Multiple Spanning Tree Protocol (MSTP) support, DHCP snooping, Access Control List (ACL) support, Quality of Service (QoS), Link Aggregation Control Protocol (LACP), Port Security, MAC Address Notification.	
	16	SSL Based Encryption	
	17	Should support L2 traceroute	
	18	Secure Shell (SSH), RADIUS, TACACS+ based Authentication	
		Compliant Standards	
	19	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.3ah, IEEE 802.1ab (LLDP)	
	20	Support for IPv4 & IPv6 from day one	
Page 103 of 109			

			Remote Management	
		21	SNMP 1, SNMP 2, RMON 1, RMON 2, RMON 3, RMON 9, Telnet, SNMP 3, SNMP 2c, HTTP, HTTPS, TFTP, SSH & Support for CLI(Command Line Interface)	
		22	Support for Automatic Quality of Service or equivalent for easy configuration of QoS features for critical applications.	
8 Port Switch		1	Switch should be 19" rack mountable with 1 RU height	
		2	Switch should be minimum 8 port 10/100/1000 Mbps full duplex auto sensing copper ports	
		3	Switch should be minimum 2 no. dual purpose 1G uplink port capable of supporting both 1G Copper & SFP modules. Single Mode transceivers to be quoted seperately as mentioned in bill of material.	
		4	Switch should have minimum 10Gbps switching capacity	
		5	Switch should have 13 Mpps forwarding rate.	
		6	Media Interface 10 Base T /100 Base T/ 1000 Base T with RJ 45 connectors	
		7	Switch should USB file storage for file backup and boot from USB.	
		8	Switch should support per port broadcast, Multicast and unicast storm.	
		9	Should support all layer 2 features like: SNMP, RMON, VLAN, MAC address, QoS etc on all ports.	
		10	Compatible with all Ethernet IEEE 802 standards like IEEE 802.3x. IEEE802.3ad, IEEE 802.1d, IEEE802.1w, IEEE802.1s, IEEE802.1x etc.	
		11	Inbuilt SNMP Module with full v1, v2 & v3 compliance for Network Management.	
		12	VLAN support: minimum 255 VLANs should have inbuilt management & MSTP/PVST+ support for Multiple Spanning tree instances or equivalent support for Multiple Spanning tree instances	
		13	Should support Layer 2 traceroute.	
		14	IPv6 ready (H/W & S/W) for layer 2 from day one	
		15	Switch should have Console Port for Management	
		16	Switch should have minimum 64 MB flash and 128 Gbps DRAM.	
		17	Latest OS to support all layer 2 features	
		18	Support for Automatic Quality of Service or equivalent for easy configuration of QoS features for critical applications.	
1 G Transceivers		1	FC Module 1 Gbps SFP Media – SM Fibre 1000BASE-LX/LH long-wavelength Compatibility - Switch (Layer 2) above	
Page 104 of 109				

Section VI

Price Schedule

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

Sl no	Description of items	UOM	Qty.	Unit Rate (Rs)		P&F charges (%)	Exise Duty/ Service Tax In (%)	CST (against form-C)/ VAT (%)	Freight upto lepetkata (Rs)	Minimum amount of cenvat credit passed on to BCPL (Rs)	Total unit rate FOT Lepetkata	Total amount (Rs.) = TOTAL UNIT RATE x QTY.
				In fig	In words							
a	b	c	d	e	f	g	h	i	j	k	l	m= l x d
1	24 Port L3 switch with One number of 10g and one no of 1g SFP port	EA	13	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
2	24 port L2 switch	EA	15	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
3	8 port L2 switch	EA	40	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
4	48 port L2 switch	Lot	6	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
5	1g SFP	Lot	100	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
6	One Time Installation	Lump sum	1	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
7	650VA Off Line UPS for Switch		55	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote	Do not quote
GRAND TOTAL												

Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning **“QUOTE/NOT QUOTED”**) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately

Signature of Authorized Signatory_____

Cenvat invoice will be submitted : Yes/No

Place: _____

Name & Designation: _____

Date: _____

Seal: _____

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

PART B: PRICE SCHEDULE/SCHEDULE OF RATES (PRICED BID SOR)

Sl no	Description of items	UOM	Qty.	Unit Rate (Rs)		P&F charges (%)	Exise Duty/ Service Tax In (%)	CST (against form-C)/ VAT (%)	Freight upto lepetkat a (Rs)	Minimum amount of cenvat credit passed on to BCPL (Rs)	Total unit rate FOT Lepetkat a	Total amount (Rs.) = TOTAL UNIT RATE x QTY.
				In fig	In words							
a	b	c	d	e	f	g	h	i	j	k	l	m= l x d
1	24 Port L3 switch with One number of 10g and one no of 1g SFP port	EA	13									
2	24 port L2 switch	EA	15									
3	8 port L2 switch	EA	40									
4	48 port L2 switch	Lot	6									
5	1g SFP	Lot	100									
6	One Time Installation	Lump sum	1									
7	650VA Off Line UPS for Switch		55									
GRAND TOTAL												

Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning “**QUOTE/NOT QUOTED**”) towards proof of submission of prices as per price schedule in “Price Bid (Part-II)” submitted separately

Signature of Authorized Signatory_____

Cenvat invoice will be submitted : Yes/No

Place: _____

Name & Designation: _____

Date: _____

Seal: _____

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