



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2014/C/013/AS

Date: 15th December '2014

To,

**BID DOCUMENT FOR SUPPLY INSTALLATION AND AMC OF X-RAY BAGGAGE
SCANNING SYSTEM FOR BCPL, LEPETKATA**

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)

Contact Person-Avanti Sharma

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Project Site Office: Administrative 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)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system for Supply Installation and AMC of X-Ray Baggage Scanning System for BCPL Lepetkata as detailed below in complete accordance with enclosed tender document:

1. SALIENT FEATURES OF BID DOCUMENT

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2014/C/013/AS
1.2.3	Bid documents available on Website	From 14.00hrs on 15/12/2014 on www.bcplonline.co.in and www.gaitenders.in ; http://eprocure.gov.in/cppp/
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT
1.2.4	Pre-Bid Meeting	26/12/2014 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	06/01/2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	06/01/2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 1,00,000.00
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Avanti Sharma, Sr. Officer (C&P) E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914636/09

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 and copy of tender.**

EMD must be submitted along with un-priced part. Failure to submit EMD along with PART-I will lead to non evaluation of offer.

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

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

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

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

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

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.

2. BIDDER'S ELIGIBILITY CRITERIA:

2.1.1 The bidder should have experience of supply of X-ray baggage scanning system against a single order value of 27.9 lakhs in any one of the preceding 7 years period to be reckoned from the due date of submission of bid. The bidder must submit copy of complete purchase order along with proof of execution (i.e. copy of Inspection certificate/execution certificate issued from client /final bill payment certificate/copy of invoice along with copy of LR or payment certificate against the invoice or any other document establishing proof of supply) clearly mentioning PO reference no. on the same, towards proof of meeting the BEC.

2.1.2 The bidder should be a reputed manufacturer / OEM /Industrial distributor/dealer of quoted items .Bidder shall submit proof of manufacturing (i.e. copy of company registration/ISO certificate/NSIC/SSI certificate) in case of manufacturer.

2.1.3 Bidders other than manufacturers must submit valid documentary proof/certificate issued by the manufacturer to be furnished along with the offer.

2.1.3 All back up services during warranty and post-warranty would be taken care by Manufacturer .A declaration for the same must be submitted in original by manufacturer and the authorized person's name and designation etc need to be mentioned in the declaration.

2.1.4 All documents pertaining to BEC must be attested by Chartered Engineer and Notary Public.

3) TECHNICAL SPECIFICATION

Refer Annexure-A

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1, 00, 000/- . For details refer instruction to bidders-SECTION II of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.

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.
- 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.

5) 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.
- (iv) 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), 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.

6) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. 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.
2. 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.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. 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.

7) SERVICE TAX: - Bidders shall quote prices for installation and AMC inclusive of all taxes and duties and exclusive of Service Tax. Service Tax shall be payable against submission of cenvatable invoice as per rules in vogue from time to time.

8) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

10. 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.

11) PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

12) DELIVERY/COMPLETION SCHEDULE:

X Ray Baggage Scanning system, associated items & facilities at BCPL shall be handed over to BCPL on turnkey basis after their successful design/ engineering, supply, site installation, testing, SAT (Site Acceptance Test), Test/Trial run and Commissioning within three (03) months from the date of Fax of Intent.

13) 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.

14) 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.

15) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- **Tender Fee:** Not Applicable
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

16) SECURITY DEPOSIT:

Within 30 days of the issuance of Fax/Letter of Intent or Purchase order (whichever is earlier), the supplier shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The bank guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.

40.2 The performance guarantee shall be for an amount equal to 10% of order value (excluding taxes & duties) against the rate contract towards faithful performance of the contractual obligations and performance of equipment/material. This Bank Guarantee/Letter of Credit 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/ Letter of Credits from banks other than the Nationalized 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/Letter of Credit shall be valid for a period of 3 months beyond expiry of AMC Period.

17) GUARANTEE/WARRANTY: As per Clause No-12 of Annexure-C.

18) INSURANCE: Transit Insurance shall be arranged and paid by seller.

19) Entry Tax: Entry tax will be paid by BCPL

20) Fall Clause: Not Applicable.

21) DESPATCH INSTRUCTION: As per SCC

22) TERMS OF PAYMENT:

22.1 For Supply:

a) 70% of Supply value for each item of SOR / PRICE SCHEDULE FORMAT on pro rata basis for the quantity supplied within 30 days of receipt of material at site and against submission of

(i) Factory Acceptance Test-(FAT) report/Inspection release note issued by owner or their authorized representative,

(ii) Dispatch documents, e.g. Signed Invoice, Packing list and photo copy of RR/LR.

b) 30 % of Supply value for each item of SOR / PRICE SCHEDULE FORMAT shall be released within 30 days after installation, commissioning & site acceptance testing (after adjusting for PRS, if any as per GCC enclosed) but bidder has to provide the CPBG for 10% order value at this stage.

22.2 For Services:

100 % of Installation, commissioning and training value of item of SOR / PRICE SCHEDULE FORMAT shall be released within 30 days after installation, commissioning & site acceptance.

22.3 For AMC charge

AMC charge amount under Price schedule for X-ray Baggage Scanning system of BCPL Lepetkata will be paid to successful bidder on quarterly basis during concurrency of AMC as per the Payment terms mentioned under Annexure-D of this tender document for the period of AMC after completion of AMC.

23) PRICE REDUCTION SCHEDULE (PRS):

As per Clause 26 of GCC (Goods)

24) 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) LATE BIDS:

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

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

26) OPENING OF PRICED BIDS:

The price bids of the substantially responsive bidders will be opened later. The price bids of those bidders determined to be not substantially responsive will be rejected.

27) AWARD CRITERIA:

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

Bidder has to quote for all three SOR sections. If a bidder does not quote for any of the SOR sections, then his bid will not be considered for further evaluation.

28) 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.

29) 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.

30) 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.

31) FORCE MAJEURE: As per Clause 29 of GCC(Goods)

32) REJECTION CRITERIA: The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) Scope of work
- iii) Technical Specifications
- iv) Price Schedule
- v) Delivery / Completion Schedule
- vi) Period of Validity of bid
- vii) Price Reduction Schedule
- viii) Performance Bank Guarantee / Security Deposit
- ix) Guarantee/Warranty Clause
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

33) LOADING CRITERIA-NOT APPLICABLE

34) REPEAT ORDER CLAUSE- AS Per Clause 41 of GCC(Goods)

35) 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) Special Conditions Of Contract
- iii) Instruction to bidders
- iv) General conditions of contracts (Goods)

36) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 "Acknowledgement Cum Consent Letter" attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, failing which BCPL may not issue any tender to such bidder in future.

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 will not seek confirmations/ clarifications and any bid(s) not in line with tender

conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

Contracts and Procurement Department
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District - Dibrugarh, Assam, India PIN - 786006
Tel-0373-2914636/609

If you require any further information, feel free to contact me.

Yours faithfully,
For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

Avanti Sharma
Sr. Officer (Contracts & Procurement)
E-Mail: avanti@bcplindia.co.in
Ph no: 0373-2914609/635

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2014/C/013/AS

**Item: SUPPLY AND INSTALLATION AND AMC OF X-RAY BAGGAGE SCANNING SYSTEM
FOR BCPL, LEPETKATA**

Due Date & Time

of bid submission: Up-to 14.30 hrs (IST) on 06/01/2015

Date and time

for opening of bids: 15.00 hrs (IST) on 06/01/2015

From:

to:

	M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING C&P DEPARTMENT BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636/609
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(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

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Item: SUPPLY INSTALLATION AND AMC OF X-RAY BAGGAGE SCANNING SYSTEM FOR BCPL, LEPETKATA

Due Date & Time

of bid submission: Up-to 14.30 hrs (IST) on 06/01/2015

Date and time

for opening of bids: 15.00 hrs (IST) on 06/01/2015

From:

to:

	M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING C&P DEPARTMENT BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636/609
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CUT-OUT SLIP

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

INSTRUCTIONS TO BIDDERS (ITB)

SECTION II

CONTENTS

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 Schedule of Rates and Technical specification.
- 1.2 The successful bidder will be expected to complete the Scope of supply 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 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 Request for Quotation.
- 2.3 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.
- 2.4 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of RFQ, 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.
- 2.6 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 **Clause 2 of RFQ**. The bids of only those bidders shall be considered for further evaluation and award, which meet BEC in totality and have submitted sufficient 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.	Request for Quotation (RFQ)
Section IB	Cut-Out Slip
Section II	Instruction to Bidder (ITB)
Section III	Special Conditions of Contract
Section IV	Forms and Formats
Section V	Technical Specification
Section VI	Schedule of Rates
Section VII	General Conditions of Contract

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for Quotation (RFQ) 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 Request for Quotation. 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 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) Documents against BEC
- (C) 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
- (D) Format of AGREED TERMS & CONDITIONS (F 14) duly filled-in
- (E) All other Forms & Format of Section IV (including F1, F2, F3, F4, F5, F6, F-7, F-9,.) duly filled
- (F) Complete Tender Document duly signed
- (G) All technical and commercial details other than the rate/price, bidder willing to submit
- (H) 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.

D) **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. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.2 (A) shall also be to BCPL's account. 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 Purchaser.

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.

12.4 The delivery terms shall be interpreted as per INCOTERMS 2010.

13.0 Bid Currencies:

13.1 Domestic bidders may submit bid in INR. (Rupees)

14.0 Documents Establishing Bidder's Eligibility and Qualification:

14.1 Bid Evaluation Criteria (As per Clause 2 of RFQ)

14.1.1 Pursuant to evaluation Criteria specified in Request for Quotation (RFQ) 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 **Three (3) months** 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: As per RFQ

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 RFQ.

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 RFQ.

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 offer whether sent directly or submitted by local agent in India

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 Bid Opening: The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 24 of ITB), at date, time as stipulated in RFQ.

25.1 Modification and Withdrawal of Bids:

25.2 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

25.3 No bid can be modified after the deadline for submission 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 24 of ITB), at date, time as stipulated in RFQ.

27.1 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".

27.2 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.

28 Preliminary Examinations of Bids:

Techno-Commercial Bid Evaluation:

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

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

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

28.4 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.

The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 29. Bids not conforming to Bid Evaluation Criteria of RFQ and technical specifications/requirements shall be rejected.

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

The bids will be checked for any arithmetic errors as follows.

- (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.
- (iv) 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.
- (v) 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 (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (4+6+7+8+9)-Column 10)] OR the Total unit rate quoted under column 11 of Section V (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".
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

If the bidder does not accept the correction of errors, its 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 loses 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.

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

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 up to 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-43, 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 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 Nationalized 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 Income Tax Liability:

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

43.0 Corrupt or Fraudulent Practices:

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

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

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

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

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

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

44. ERRANT BIDDER:

In case after price bid opening the lowest evaluated bidder (L1) is not allowed the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/items(s)."

SUPPLY INSTALLATION AND AMC OF X-RAY BAGGAGE SCANNING SYSTEM FOR BCPL, LEPETKATA

ANNEXURE-A

TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATION FOR X-RAY BAGGAGE INSPECTION SYSTEM (MEDIUM SIZE)

1.0 SCOPE & APPLICATION:

This specification covers the minimum requirement for procurement of X-Ray Baggage Inspection System (Medium Size) for on-line one mode display of suspicious items (Explosives, High density material and narcotics) for image processing and pattern recognition.

2.0 GENERAL FEATURES:

X-Ray Baggage Inspection System (Medium Size) shall be new, unused and of recent manufacture not more than three months old.

The Baggage scanner & software should be from single OEM for seamless integration. Copy of documentary proof duly notarized by notary public, must be attached along with the bid. The bidder shall arrange to give an under taking on non judicial stamp paper of Rs.10/- from the original manufacturer or his authorized representative of the software /OEM that SDK will be provided as and when asked for by BCPL without any additional financial implications.

Operational Training: The successful bidder (Supplier) shall provide free training to BCPL.

3.0 TECHNICAL FEATURES:

Codes & Standards: The X-Ray Baggage Inspection System (Medium Size) shall generally confirm to all applicable latest edition/revision of Indian/International Standard(s)

Technical Parameters:

X-Ray Baggage Machine minimum specification

Tunnel Dimensions	Minimum: 750 mm (W) x 550 mm (H) or better
Conveyor Speed	0.20 m/sec or better
Conveyor Load Capacity	160 Kg evenly distributed or better
Conveyor Height	700 mm or better
System Power	230 VAC +/- 10% / 60/50 Hz (EU)
Operating Temperature	0 Deg C to 50 Deg C
Storage Temperature	-20 Deg C to 60 Deg C.
Relative Humidity	10-90% (Non condensing)
Duty Cycle	100% No warm up period required
Material	Dkp Steel Sheet Metal

X-RAY GENERATOR and IMAGE PERFORMANCE:

Steel Penetration	30 mm (Guaranteed) or better
Wire Resolution	38 AWG guaranteed; 39 AWG typical or better
Article Separation	Low Z, Medium Z, High Z to 0.5 Z accuracy
Generator Cool	Oil and forced air cooling
Anode Voltage	140 kV rated

COMPUTER SPECIFICATIONS:

Processor	Intel® Core™ i5 Processor or Better
Monitor	19" LED color, flicker free or better
Operating System	Linux, if windows then with antivirus and free updates till warranty.
Memory	4GB RAM minimum
Video card	1 GB minimum
Hard drive	1 TB minimum
USB Port	6 port minimum
UPS	Inbuilt UPS for Computer with back-up of min 30mins
Approved Makes	Smiths, Rapiscan, L3 and Morpho Detection

X-Ray Baggage Standard features required:-

- ☐ Minimum keyboard/Operator console features required:-
- ☐ Operator keyboard should be Touch sensitive with mouse pad.
- ☐ Detail Enhancement (PV)
- ☐ Edge Enhancement (EE)
- ☐ Black & White View(B/W)
- ☐ Organic / Inorganic Separation (OM/IM)
- ☐ Pseudo Color (PS)
- ☐ Inverse View (IN)
- ☐ High Penetration (HP)
- ☐ Variable Edge Clarification (+E /-E)
- ☐ Variable Color Separation (+C /-C)
- ☐ Variable Contrast Level (+G /-G)
- ☐ Variable Density Zoom (+D /-D)
- ☐ 9 Quadrant Zoom / Real Time Image Processing and Zoom (64x)
- ☐ Minimum 3 Programmable Function Keys should be available on the control panel.
- ☐ Essential Software Features required:-
- ☐ Multi Energy Imaging (46 colors) and Bidirectional scanning
- ☐ Image Recall - Possible to see all the images scanned in a single day.
- ☐ Manual Image Archiving / Automatic Image Archiving (min. 50,000 or more)
- ☐ Baggage Counter with Date / Time Indicator & operator Photograph.
- ☐ Organic Danger Alarm with controllable Threshold level
- ☐ Inorganic Danger Alarm with controllable threshold level
- ☐ Alarm mode- Buzzer / Belt Stopping (operator can select both or either of them)
- ☐ IR on/off feature capable of scanning very flat objects like Envelopes etc.
- ☐ Z-value - Operator can check the "z" value of the scanned image.
- ☐ Operator can apply all the Post processing features on the already scanned image & save/ export the same with the same applied on it.
- ☐ The images can be stored in multiple formats & transferred both wired/wirelessly to the central station.
- ☐ The device shall have a self- test feature when brought to the ON position. In addition to this, when found necessary, it shall be possible to change the setup values of the device and to record these changes only for the authorized technical personnel whenever deemed necessary.
- ☐ Automatic Belt Stop Feature: The X-Ray machine should automatically stop conveyor belt when not in use as per programmed idle time.
- ☐ Password protected: All software features of X-Ray Baggage Inspection System shall be online and password protected. Complete keyboard offered on the screen makes the operator easy to enter the values.
- ☐ Split monitor capability- The same monitor can be split into two with one showing colour & other showing B/W image.
- ☐ Operator Training Program (OTP) - Simulation based operator training program for repeated training & observation
- ☐ Threat Image Projection (TIP)

Minimum Accessories Required:-

- ☐ Lead impregnated safety screens shall be available at either ends of the tunnel.
- ☐ Idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at input and output. Minimum 0.5 Mtr at both entry & exit points
- ☐ The device should have wheels, in order to move them easily and the wheels should be fixed if necessary.
- ☐ Minimum 3KVA UPS with 30 min backup.

4.0 HEALTH AND SAFETY:

All X-Ray Baggage Scanner offered should meet all applicable international health and safety regulations (notarized copy of proof to be enclosed with the bid).

- ☐ Shall not exceed accepted health standard (0.1m R/Hr at a distance of 5 CM from external housing).The machine must comply with requirements of health and safety regulations with regard to mechanical ,electrical and radiation hazards.
- ☐ The supplier/manufacturer should furnish relevant certificate from AERB (Atomic Energy Regulatory Board of India) regarding radiation safety.
- ☐ The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray Screening machines

Should also be compliant with –

- ☐ USFDA Federal Standard 21CFR 1020.40 Health and Safety at Work Act 1974.
- ☐ Film safety: ISO 1600 / 33 DIN
- ☐ CE Certificate Compliance
- ☐ FCC & IEC Compatibility

SPECIAL CONDITIONS OF CONTRACT (SCC)**SUPPLY, INSTALLTION, TESTING AND COMMISSIONING OF X-RAY BAGGAGE SCANNING SYSTEM AT BCPL**

FOR X-Ray Baggage Scanning system:

1.0 GENERAL

The following articles shall supplement the Instructions to Bidders and General conditions of Contract. Where any portion of the General Conditions of Contract and Instructions to Bidders is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract and Instructions to bidders, only to the extent that such repugnancies of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Condition of Contract and Instructions to Bidders.

2.0 RESPONSIBILITY OF VENDOR/CONTRACTOR

2.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture/supply/shipment, port handling and clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, levies, fees, encumbrances, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurances handling of goods at all stages, storage, associated civil works including materials, tools/tackles etc. for such civil works, obtaining statutory approvals if any from the local authorities prior to start of work at sites till the time of handing over, installation, testing, pre commissioning, performance test, Site Acceptance Test, Test/Trial Run, system commissioning and handing over of the X-Ray Baggage Scanning system to the Purchaser at BCPL, on Turn-key Indivisible Works Contract basis. The bidder shall quote price on turnkey indivisible works contract basis as aforesaid and BCPL will accept only such complete bids.

2.2 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkey philosophy of the Owner within the quoted lump-sum price. Any item/equipment/services/activities/taxes/duties, if not specifically identified in the Bid Document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted lump-sum price and no extra charges are payable by the Owner.

2.3 The contractor shall be responsible on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalize the custom assessment by furnishing the necessary technical information etc. to the said authorities.

2.4 The contractor shall make efforts to deliver all the supplies in one lot.

3.2 BCPL will not be issuing Form-C for availing concessional rate of sales tax.

3.3 For claiming payment against statutory variation in the rate of Customs duty, Excise duty, sales tax and service tax the bidders are required to provide documentary evidence suggesting the variation in the rate during the contractual completion period and a chartered engineer's certificate to the effect that the raw material/components for which statutory variation is being sought have been imported/manufactured for use in the system supplied to BCPL. However, no reimbursement will be applicable arising out of lower rate of taxes and duties (than prevailing at the time of submission of the offer) having been indicated in the offer.

3.4 To enable the owner to avail of cenvat benefit, the contractor shall furnish to the owner any and all certificates and documents as may be required by the owner to avail of the CENVAT benefits with respect to Excise Duty (or CVD in case of foreign bidders) and Service Tax as mentioned by the contractor in their bids. In case the certificates/ documents are not provided for aforesaid amount of Excise Duty/ CVD & service tax, the short fall amount will be recovered from the contractor's bill.

4.0 LOCAL CONDITIONS:

4.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest, the Bidders are requested to familiarize themselves with the Income Tax Act 1961, the Companies Act 1956, Customs Act 1962 and other related Acts and Laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

4.2 It must be understood and agreed that such factors may have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

5.0 INCOME TAX

As regards the Income Tax, surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the Contract awarded, then Owner shall not bear any tax liability whatsoever, irrespective of the mode of construction of contract. The bidder both Indian and/or foreign shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.

Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.\

6.0 DECLARATION FROM OEM

Bidder must submit a declaration addressed to BCPL from OEM/manufacturer in case it is not a Manufacturer/OEM of Quoted item, confirming uninterrupted support supply for a period of five years in addition to initial warranty period of two years. In case a copy of the certificate is submitted, then it should be duly notarized by notary public and must be attached along with the bid. The undertaking obtained from the OEM, in addition, should also mention the following as a minimum:

The OEM assumes complete responsibility and provides the guarantee for their involvement with the bidder in all aspects of design/engineering, manufacturing/supply, warranty and guarantees for the Baggage Scanning system(s) to be supplied under this tender and OEM shall also provide necessary assistance to the bidder for successful completion of the project, if required.

ii. The bidder is capable to undertake QA/QC program as per OEM's standard and bidder has also the facilities for carrying out various aspects of work as per the OEM standard (Annexure-V -A and B).

7.0 WCT if applicable will be extra and prices quoted will be exclusive of WCT.

WCT if applicable shall be paid by BCPL. Bidder must ensure that if required WCT registration will be obtained on receipt of order.

SCOPE OF WORK

SUPPLY, INSTALLTION, TESTING AND COMMISSIONING OF X-RAY BAGGAGE SCANNING SYSTEM AT BCPL

The Vendors scope of work defined in this document shall be on turnkey basis, and shall include but not be limited to the following:

Survey, project management, system design, detailed engineering, manufacture/ procurement and supply of all related goods and providing all related services including installation, testing, integration, commissioning, test run, documentation, warranty, training, etc. complete in all respect for implementation of new Baggage Scanning System at BCPL. The detailed scope of work & supply shall include but not limited to the following:

1.0 SYSTEM DESIGN & ENGINEERING:

The vendor shall be fully responsible for detailed design/engineering of the supplied Baggage Scanning system (the envisaged X-Ray Baggage Scanning system includes the Baggage Scanner and its associated accessories including Storage, Application Software Client machine with High-Resolution Monitor, Network components (as required). Under design & engineering, the vendor shall consider required Configuration and integration of Baggage Scanning System, Technical Specifications & requirement of tender document as a minimum.

In this regard, the bidder shall furnish the detailed schematic diagram of the offered solution, clearly specifying / depicting various functional modules and their inter-connections setup.

2.0 SUPPLY AND STORAGE OF EQUIPMENT:

This shall include but not limited to supply and storage of equipment and all other items required for installation and commissioning of the systems/equipments including the following:

Transportation of system/equipment and all other components from locations of manufacturing to the locations of installation.

Storage during transit, transit insurance & storage/ warehousing as required till the readiness of owner's sites.

Statutory clearances including clearances of customs, excise, octroi, entry tax and others, as required for all the supplied items.

QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

□ This shall include but not limited to preparation of detailed quality assurance programme, quality control parameters for equipment manufacturing and implementation of the systems, preparation of implementation methodology covering schedule of supply, installation, testing and commissioning.

The Equipment/System design has to be approved by BCPL before actual manufacturing/supply of the equipment.

□ BCPL shall carry out Factory Acceptance Test (FAT) for the offered system/equipment. Vendor shall make necessary arrangement for the testing of the same in presence of Owner's representatives before the dispatch of materials to the site. Subsequently, vendor shall take up the installation and commissioning of the equipment / system at site.

□ Upon successful completion of installation of the equipments / system at site, Site Acceptance Tests(SAT) shall be undertaken. SAT plan shall be proposed by vendor and approved by Engineer-incharge.

After successful completion of SAT of X-Ray Baggage Scanning system & associated equipments / items, Test run shall be conducted.

□ For FAT, SAT & Test Run, vendor shall also adhere to the instructions as specified under “Inspection& Testing Guidelines” mentioned below.

3.0 INSPECTIONS AND TESTING GUIDELINES:

3.1 TEST PLAN :

For all types of inspection & testing under FAT, SAT & Test Run vendor shall prepare and submit Test Procedures & Plans to BCPL for their approval. The Test plans & procedures need to be submitted well in advance before the commencement of actual testing. The procedures/plans shall include time schedule for the tests, purpose/objective of test, identification of test inputs, test procedure and details of desired output, a column for actual value obtained during the tests and remarks on test result. All the tests shall be held in India only.

3.2 TEST REPORT:

The observations and test results obtained during various tests shall be compiled and documented to produce Test reports by the Vendor. The Test reports shall be prepared & submitted for each equipment/ item and the system. The report shall contain the following information as a minimum:

- Unit/Equipment under Test
- Test conducted.
- Test procedures.
- Test results.
- Remarks & comparison of tests results with the anticipated test result as given in test plans and reasons for deviations if any.

iii. The BCPL and/ or third party/agency (appointed by BCPL), reserve the right to inspect and test each equipment at manufacturing / supplier premises and at site during the installation & commissioning of the system. The inspection and testing shall include components, subassemblies, produced units for verifying and testing their guaranteed performance & specifications.

iv. It shall be explicitly understood that under no circumstances shall any approval of BCPL or his representative shall relieve the Vendor of his responsibility for material design, quality assurance and the guaranteed performance of the system and its constituents.

v. Vendor shall inform the owner, at least 7 days in advance of the date at which the system would be ready for Inspection & Testing. All relevant documents and manuals shall be submitted to BCPL before the time.

vi. Vendor shall arrange sufficient manpower of required skill and material for implementation of the XRay Baggage Scanning system & all associated items at site. All technical personnel assigned by the Vendor shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative efficiently and shall also have capability to incorporate any minor modifications/ suggestions put forward by the owner.

vii. Till BCPL accepts the system, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed component, circuit, module, component, effect of failure of component on the system/ equipment, cause of failure, date and time of repair, mean time to repair etc.

viii. Methodology to be followed during FAT, Installation, SAT, Test Run and Commissioning shall include but not limited to the following:

4.0 FACTORY ACCEPTANCE TESTING (FAT):

The vendor on his own exactly in line with FAT shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Owner/Engineer before start of FAT.

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per tender requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing/vendor's facilities from where the respective equipments/subsystems are offered.

The factory acceptance testing shall be conducted in the presence of the representative Owner. The tests shall be carried out on all systems/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The FAT shall be held in India only and include but not be limited to:

- ☐ Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc
- ☐ Electrical checks including internal wiring, external connections to other equipment etc.
- ☐ Check for assuring compliance with standards mentioned in the specifications.
- ☐ Individual check on each module/subassembly as applicable
- ☐ Checks on power consumption and heatdissipation characteristics of various equipments
- ☐ Functional testing covering the features & functions of X-Ray Baggage Scanning system along-with its associated items
- ☐ Any other test not included in FAT document but relevant to the project as desired by the Owner/Engineer at the time of factory acceptance testing.

5.0 INSTALLATION, TESTING AND COMMISSIONING:

Installation

After successful completion of factory acceptance testing (FAT), X-Ray Baggage Scanning system and all associated items shall be sent to site for installation. Any item without factory acceptance certificates shall not be acceptable at site.

BCPL shall provide space, raw power and earthing for installation and commissioning of supplied system/equipment in the BCPL.

Bidder shall also have to provide the Space & Power requirement for the offered system/equipment along with the bid document.

For the installation of supplied X-Ray Baggage Scanning system & associated items at site, the vendor shall carry out the following site preparation works as a minimum after conducting site-survey in BCPL and after obtaining the approval from EIC on installation activity plan:

- ☐ Installation & fixing of X-Ray Baggage Scanning system along with restoration of floors or walls after masonry or drilling works.
- ☐ Installation & fixing of rack/cabinet of the X-Ray Baggage Scanning system along with restoration of floors or walls after masonry or drilling works.
- ☐ Installation of suitable type of cable trays/conduits for routing, distribution & extension of various cables.
- ☐ All types of power cable termination and earth cable termination shall be carried out using copper lugs.
- ☐ BCPL's existing 230 VAC earthing point (less than 2 ohms) shall be made available to Vendor. Vendor may use the same, if found suitable for their supplied equipment. Otherwise Vendor shall have to make the necessary arrangement for equipment earthings without any cost implication to BCPL.
- ☐ Suitable gland shall be provided for all type of cabling.
- ☐ All types of cables shall be labelled on both ends for the identification.
- ☐ Baggage Scanning System shall be installed by the vendor at the designated location of BCPL. The location of the Baggage Scanning System shall be at the reception entry to scan the incoming/outgoing baggage/parcels.

Before taking up the installation of X-Ray Baggage Scanning system& associated items, the same shall be checked for completeness as per the specifications of the same as required. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

Vendor shall provide suitable numbers of manpower of required skills & technical expertise at his own cost for completing the work within the stipulated time frame.

Vendor shall bring all installation tools, accessories, special tools, spares parts, commissioning spares etc. at his own cost as required for the successful completion of the job. Vendor shall include all installation materials required for proper installation of the Baggage Scanning System & associated items. These shall include but not be limited to, all connectors, inter-bay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, junction boxes etc.

The installation of equipments shall be done as to present neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through cable trays. No cable shall be visible.

All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

System programming of the new Baggage Scanning System, Storage along with its software/hardware & all other associated items as per BCPL" s requirement.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with X-Ray Baggage Scanning system /associated items shall not be used for the repair. Vendor shall arrange his own spare parts for such activities till the system has been finally accepted by the Owner. A detailed report & log of all such repairs shall be made available by the vendor to

Owner/Engineer and shall include cause of faults and repair details. A detailed time schedule for the activities to be undertaken shall be submitted by Vendor to Owner/Engineer to enable their representatives to be associated with the job.

6.0 INTEGRATION

Vendor shall make it possible further to integrate / interconnect the Baggage Scanning System as per tender document.

7.0 PRE-COMMISSIONING

Upon completion of the installation/erection and integration of Baggage Scanning System & Associated items, they shall be jointly inspected by Vendor & BCPL" s representatives before start-up operations are undertaken. The correctness and completeness of the installation and integration as per manufacturer's manual & approved installation documents shall be gauged leading to pre-commissioning activities at site.

- 1) During pre-commissioning, if any fault occurs to Baggage Scanning System /associated items, vendor shall identify the same and provide report/history of all faults to the Owner.
- 2) During installation and pre-commissioning of the Baggage Scanning System /associated items, vendor shall have enough number of commissioning spares so that the installation is not held up because of non-availability of commissioning spares. Vendor shall ensure that the spares meant for operation and maintenance is not used during installation and commissioning.
- 3) The vendor shall carryout necessary system provisioning/configuration for making new Baggage Scanning system operational as per requirement.

8.0 SITE ACCEPTANCE TEST (SAT)

On completion of Pre-commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the vendor under the presence of Owner/Engineer.

The tests shall include, but not be limited to the following:

- ☐ Checks for proper installation as per the approved installation drawings for all the system of the Baggage Scanning System /associated items.
- ☐ Checks for proper integration of Baggage Scanning System /associated items with IT systems as per the approved integration drawings.
- ☐ Functional testing covering the features & functions of Baggage Scanning System along-with its associated items to meet the requirements
- ☐ Testing of supplied Spares modules / cards
- ☐ Any other test not included in SAT document but relevant for site operation

9.0 TEST RUN:

Upon conclusion of the site acceptance testing (SAT), the bidder shall keep the X-Ray Baggage Scanning system and associated system/equipment commissioned for 15 days for "Test Run". If during the "Test run", any defect / fault are noted in the system, the Vendor shall identify & rectify the same and provide the report, history of the fault to BCPL.

Ideally, during the "Test run", no shutdown of the system due to failure of any module should happen. If the system fails to come up to the guaranteed performance, the Vendor, within a period of seven (7) days shall take any corrective measures & resubmit the system for another "Test run". Again, if the system fails to reach the guaranteed performance after the second test run, the Owner shall be free to take any action as he deems fit against the Vendor and to bring the system to the guaranteed performance with the help of a third party at the expense of the Vendor.

10.0 COMMISSIONING:

The Baggage Scanning System (s) and associated system/equipment shall be considered to be commissioned and taken over, only after successful completion of Test run. However, the takeover by owner shall not be delayed for non completion of minor works and such jobs which may not affect the desired Baggage Scanning System operation/function, and such works/ jobs shall be completed by the vendor in accordance with the plan / schedule, which has been approved by the Engineer-In-charge. The date of successful completion of Test run shall be treated as the „Completion Date“ for such purpose as application of contractual provisions such as „Price reduction schedule for delayed completion“ etc.

11.0 SUPPLY OF SPARES:

Vendor shall supply Spares of each electronic hardware units/modules, which are separable and identifiable physical entities in X-Ray Baggage Scanning system and associated items.

Vendor shall supply Spares for X-Ray Baggage Scanning system in line with the following:

- a) During the initial warranty period of one year, the vendor shall provide spares at his own cost to run the system in an uninterrupted and smooth manner.
- b) Spares for X-Ray Baggage Scanning system and all other supplied items shall be within the scope of bidder.

12.0 WARRANTY:

The system shall be guaranteed to give specified performance for a period of 12 (twelve) months from the date of acceptance of the system by the owner. This warranty shall survive inspection of goods and acceptance of the system.

The details of services to be provided under warranty shall include but not limited to the following for all supplied items under this project and all the cost for these supports are in the scope of vendor:

13.0 TECHNICAL SUPPORT SERVICE

ON-LINE SUPPORT

This includes 24 x 7 (24 hours x 7 days a week) on line support for vendor supplied equipment.

BCPL shall utilize this service by intimating the bidder of its unique customer ID in case of any contingency and Vendor in turn provides telephonic support. Depending upon the severity of the issue, engineer shall be sent by vendor to the site.

For providing online technical support, the necessary hardware and software shall be provided free of cost to BCPL, so as to directly logging into the system from outside BCPL by the Vendor's technical support team.

ON-SITE SUPPORT

For the problems not resolved through above-mentioned On-line technical support service, the vendor shall provide on-site technical support all throughout the warranty period of 24 (twenty four) months.

For the same, vendor's engineer/personnel, who shall be capable of trouble shooting and looking after the health of the system, shall be made available along with required tool, tackles & maintenance spares at BCPL locations to resolve the problem efficiently. Additionally the following shall also apply:

- i. During the warranty, the Vendor shall use his own instrument, spares, man-hour, communication facilities, hardware, software, materials, etc. for the rectification of any problem.
- ii. The "turnaround time" for the rectification of the problem shall not exceed 48 hours.
(Turnaround time: From the time of placement of first service call to Vendor's representative until the system is restored fully to the satisfaction of the Owner.)

14.0 ADVANCE REPLACEMENT SERVICE

The "Advance Replacement" service provides for the replacement of a defective Field Replacement Unit (FRU) by an equivalent FRU upon request of replacement from BCPL. Using this service, the vendor from its warehouse/ factory will ship an equivalent unit (feature, function, fit compatible) in maximum 3days without waiting for receipt of the defective module / part(s). The defective module / part(s) will be sent to vendor immediately. For repairing, faulty hardware will be sent to vendor from BCPL. Accordingly, the FRU hardware shipment shall be made directly to BCPL.

15.0 DOCUMENTATION DELIVERY AND SOFTWARE UPDATION SERVICE

Under Documentation delivery service bidder is required to provide engineering practices and Technical Bulletins for updates at free of cost. All the latest software updates for complete system are also required to be provided under warranty.

Any type of software up-gradation under warranty and under AMC, being carried out by the OEM which is necessarily to be incorporated in the supplied X-Ray Baggage Scanning system for compatibility of the existing systems with future adds-on/ spare cards and facilities shall be carried out by the OEM/supplier free of cost to BCPL.

16.0 TRAINING:

There shall be one training course, at BCPL site when the system will be made operational. It shall be explicitly understood that owner's personnel shall be fully associated during engineering, installation, testing and commissioning activities and this opportunity shall be taken by Vendor to impart on the job training in addition to the two mentioned above.

Vendor shall provide comprehensive documentation, course materials, manuals, literature etc. as required for proper training of owner's personnel at vendor's cost. After the completion of the course, all such materials shall become the property of BCPL.

10 man-days training on general functioning of all the systems / sub-systems of the X-Ray Baggage Scanning system, fault diagnosis / troubleshooting, upgradeability, add-on features and other relevant details shall be given at the at the BCPL premises. Training to BCPL staff for minimum 8 man-days training on day-to-day operation, maintenance, system data-backup procedure, change of configuration, alteration of subscriber / trunk / operator facilities etc. shall be provided at site.

17.0 DOCUMENTATION:

After the award of work, the vendor shall submit the following documents for the complete system for every installation site for review and approval within 15 days:

- ☐ Equipment layout drawing.
- ☐ Power supply distribution and earthing arrangement.
- ☐ Electrical wiring diagrams for the system.
- ☐ Installation drawings with overall dimensions and necessary free spaces.
- ☐ Equipment and system Test plans as requested elsewhere in this section.

- ☐ Equipment schedule.
- ☐ One set manual for each supplied equipment / system, consisting of:

- a) Detailed technical manual for each type of equipment containing functional diagrams and Description
- b) Installation Procedure
- c) Commissioning Procedures
- d) Operation Procedure
- e) Troubleshooting & Maintenance Procedures.

Original Software License of all supplied System & associated equipment

All the documents submitted by the vendor shall be published/ printed /in soft storage media (like: CD) bearing part/release/version/ revision number of OEM. Photo copied, scanned or any other form will not be acceptable.

On the completion of the project, Vendor shall provide As-Built Documents of the system for each site. Any other document not specifically mentioned above but required for satisfactory implementation, operation and maintenance of the system.

THE VENDOR SHALL PROVIDE ANY OTHER WORK NOT MENTIONED ABOVE, BUT REQUIRED FOR COMPLETING THE WORK IN ALL RESPECT TO THE SATISFACTION OF THE OWNER.

18.0 DESIGN GUIDELINES

Certain industry standard terms have been mentioned in this tender document. Irrespective of what nomenclature a vendor/OEM uses or follows for its own products and services portfolio, bidders offering shall have to be mandatory adapted to be in sync with the standardized terms and their definitions as

stated in the tender document.

The equipment must be newly manufactured, free from all defects, manufacturing, material or otherwise. If any part/component/ subsystem is found to be defective, the same shall be repaired/replaced free of all costs to BCPL. The decision of BCPL for the acceptance of repaired component/ part etc. shall be final.

The system design shall be flexible enough to meet future expansion program up to the maximum capacity of each system and sub-system without deteriorating the performance of the system.

The system hardware/software shall not pose any problem due to change in date and time caused by events such as changeover of millennium/century, leap year etc. in the normal functioning of the system.

The equipment shall have natural cooling arrangement, use of internal forced cooling is allowed provided:

- ☐ The fan failure will raise an alarm and shall be reported through Management / Maintenance console/system
- ☐ Fans operated using system internal power supply
- ☐ Suitable dust filters are used, as required

The equipment and cable shall withstand all the vibrations imparted to the building and adjacent sites during any type of vehicle/train movements, nearby construction works, air conditioning/fan operation, DG set running etc.

To meet the overall requirement of the tender, the system shall be provided/equipped with all OEM supplied cables, connectors, hardware keys, hardware plug-ins, etc.

All equipments shall have sufficient number of alarms and supervisory indications and shall be provided with self-diagnostic facilities. All alarms and monitoring & diagnostic facilities shall be built-in. Suitable alarms shall be displayed on the front panel of the equipments for ease of maintenance. It shall be possible to transmit these indications, parameters to the maintenance/management platform/console.

a. The point shall be available on the front panel for system monitoring and easy fault-location.

b. All-important switches shall be provided with controls on the front panel with suitable safeguard to avoid accidental operation. Manual changeover should be performed by more than one sequential operating procedure to avoid accidental operation.

- The equipment shall be compact and in composite construction and light weight. However, the mechanical design and construction of each card/unit shall be inherently robust and rigid under all conditions of operation, adjustment, replacement and storage. The actual dimensions and weight of the equipment shall be furnished by the manufacturer.
- All equipments shall be immune to EMI and RFI interferences, generated by any nearby source and shall meet the latest international standards in this regard.
- The equipments shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- All PCBs used shall be glass epoxy type and shall not chip owing to repeated soldering/ de-soldering. The PCBs shall not warp on any account.
- All wiring-including field interconnection wiring shall be cabled and clamped to the chassis. The wiring shall follow standard color-code. All cables shall be provided with connectors matching to the cable used and shall have identification markings.
- All connectors shall be reliable and of standard type to ensure failure free operation over long periods and under specified environmental conditions. All connectors and the cable used shall be of low loss type and suitably shielded.
- Vendor to specify the total power requirement of the offered equipments.
- If the vendor is not using distributed power supply system on individual module basis then the Power supply cards shall be duplicated (1+1). However, one standalone power supply card shall be able to run the system for its entire lifetime under normal conditions.
- The equipment construction should be such that it does not allow ingress or entry of rodents, insects, lizards and dust. For this, equipment should be suitably sealed from all sides, top and bottom.
- All equipment sub-racks, housings shall be provided with antistatic wristbands.
- The sub-rack and Equipment shall have a terminal for its grounding / earthing.
- The configuration of the system should be easily expandable by adding plug-in-units and modifying software settings.
- The plug-in units shall be suitable type to allow their removal/insertion while the equipment is in energized condition.
- All sub-assemblies, switches and the control circuit components of modules shall be so mounted as to permit their replacement without appreciable disturbance to other adjacent modules. All switches/controls on front panel shall have suitable safeguards against accidental operations.
- The removal or insertion of plug-in-units must not affect the existing traffic on other units.
- Each sub-assembly, shall be clearly marked with schematic reference to show their functions, so that it is identifiable from the layout diagram in the handbook.
- Provision shall be made by means of mechanical and electrical interlocks and safety covers etc., so that operating and maintenance personnel are not exposed to harmful radiation and cannot come into accidental contact with dangerous voltages.
- Safety covers shall be fitted over terminals to which dangerous voltages are applied. The words e.g., Danger, High Voltage etc., shall be suitably printed or engraved on the cover.
- Each terminal block and individual tags shall be numbered suitably with clear identification code and shall correspond to the associated wiring drawings.
- Suitable alarms shall be provided for identification of faults in the system and faulty units. The corrective measures at site shall involve replacement of faulty units/subsystems after monitoring the alarms.
- The equipment shall be protected from damage due to a faulty condition or the operations of controls in the wrong sequence, by the provisions of fuses / circuit breakers, interlock circuits and similar safety devices. Fuses shall be mounted in an accessible position clearly labeled regarding their capacity and circuit position and shall be easily replaceable. Protection and isolation against transient voltages
- through power supply or any other higher voltages / current shall be provided.
- The equipment shall have easy access for servicing and maintenance.
- The supplied equipment shall meet the latest national and international safety and emissions standards.

- The implemented systems shall not require any renewal of any kind of licensing for its operation after initial commissioning of the same.

19.0 GENERAL GUIDELINES:

- In general, specifications provided throughout this document shall apply. In case of conflict more stringent specifications shall override specifications given elsewhere and decision of the Owner/Engineer in all such cases shall be final.
- As and when bugs found/determined in the software/firmware affecting the performance of the equipment, the vendor will provide free of cost the patches/firmware replacement or solution to resolve the problem. Modified documentation (hard copies and soft copies) pertaining to supplied items wherever applicable shall also be supplied free of cost.
- Owner/Engineer-In-Charge reserves the right to modify the system requirements till such time the system is ready for final acceptance. Vendor shall undertake to meet the revised requirements without any financial implication to the Owner provided no additional equipments are required.
- If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the Owner/Engineer who shall give his decision in the matter and issue instruction directing the manner in which the work is to be carried out. The decision of the Owner/Engineer shall be final and conclusive and the Vendor shall carry out the work in accordance thereof.

20.0 BIDDERS DATA REQUIREMENT

The Bidder shall furnish the following as a minimum as part of bid document Non submission of these documents will lead to rejection of the bid:

- The bidder shall furnish clause-wise compliance for Scope of Work, Special Conditions of Contract, Technical Specifications of Tender document.
- Duly notarized copy of safety Certificates for the offered systems, as required under technical specification of tender document, is to be submitted with the un-priced bid document.
- The X-Ray Baggage Scanning system& associated items offered by the bidder under this project should be in trouble free working condition for a minimum period of six months in the field. In support of the same, the bidder shall include the information on their field proven-ness and shall furnish respective supportive documents / certifications from user(s)/owner(s).
- The bidder shall furnish the information on source of supply of different equipments /accessories.
- The bidder shall furnish detailed bill of material, such as hardware units, software/firmware, functions, and quantity etc of the offered X-Ray Baggage Scanning system& associated items.
- The bidder shall furnish the detailed schematic diagram of the offered solution, clearly specifying /depicting various functional modules and their inter-connections setup.
- The bidder shall furnish the technical catalogue / brochure for each equipment covering full technical & environmental specifications, principle of operation, design features, test and monitoring facilities, guaranteed performance data, power consumption, dimensional and mounting details, functional block diagrams, description of operation, procedure and facilities etc as a minimum.
- Bidder shall also have to provide the Space & Power requirement for the offered system/equipment along with the bid document.
- Vendor shall submit the certificate from OEM of offered Baggage Scanning System and Storage mentioning that the offer is for the complete tender requirement and their support for continued

supply of spare parts, repairing of faulty modules, Technical support for all the system, sub-system & equipment, supplied under this project, over a minimum period of 7 years from their date of supply through their authorized partners in India

- Vendor shall provide unit price of each Spare module/card under SOR format, which shall be valid for the procurement of the spares for operation and maintenance in subsequent 2 years.

21.0 OTHER CONDITIONS OF SCOPE OF SUPPLY

1. Bidder must state categorically whether or not their offer meets all the technical and job specifications.

Bidder shall furnish a complete list of deviations from Material Requisition in the prescribed deviation format, if any. Otherwise it will be assumed that there is no deviation from this Material Requisition and no further deviation will be accepted.

2. Bidder shall note that any utility not mentioned but required during detail engineering shall be in his scope only.

3. Bidder shall provide back-up engineering, maintenance and spare part support for a period of minimum 05 years in addition to the initial warranty period of two years. Bidder should provide certificates from the manufacturer to that effect.

4. Bidder shall ensure that the X-Ray Baggage Scanning system and associated items of the system shall not be damaged due to black out or brown out.

5. Bidder shall indicate the steps to be taken for failsafe operation of the system under following conditions.

a) Power Failure

b) Voltage variation more than $\square$ 10%

c) Frequency variation more than $\square$ 5%

6. Bidder shall provide the start up and shutdown procedure of the complete Baggage Scanning System. Bidder shall provide separate cable entries for power supply and signal cables for Baggage Scanning System and its accessories.

7. All the camera functions, commands and monitoring shall be available from the Maintenance Base, as well as from monitor end.

8. All materials used for packing wrapping, sealers, moisture resistant barriers and corrosion resistances shall be of recognized brand and shall confirm to the best standards. The package shall be suitable for storing in tropical climate.

9. Erection hardware shall be supplied in accordance with the tentative length/distance and as per the requirement on ground.

10. Bidder should assess the actual work properly during pre bid meeting, to be held at site prior to submission of the bid document. Any change /deviation at latter stage are not acceptable.

11. In case of conflict among the documents covering these MR, owner shall be advised by the bidder and bidder shall obtain owners written consent before proceeding further at all stages of contract starting from bid submission to end of contract.

12. Vendor's quotation, catalogues, drawings, datasheets and operation /maintenance manuals shall be in English language.

13. Standard printed conditions of the tender, if simply attached to the offer will not be acceptable. Any deviation or departure from the provision of the tender conditions must be clearly brought out. Unless specifically brought out, the offer shall be considered to comply in every respect with the terms and conditions contained in the tender.

14. Standards: All designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of equipment. The tenderer shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the equipment or system complies.

15. The detailed technical specification submitted by the authorized system integrated shall be verified and vetted by the manufacturer in the form of letter/certificate.

16. Declaration by the manufacturer that the supplied system shall be supported for minimum of 07 years from date of bid. No obsolete products shall be quoted.

17. Memorandum of Understanding / Agreement of the authorized dealer / integrated with the manufacturer mentioning a back-up support for minimum of 05 years in addition to the initial warranty period of two years from the date of bid.

18. Penalty Clause during Warranty Period of two years. The faults shall be determined as follows:

- o Critical – Service is affected w.r.t Fault/Alarm reporting and System Provisioning. It is the highest level of problem. The vendor shall provide solution on top priority.

- o Major – Loss of storage. The vendor shall provide solution within stipulated resolution time.

- o Minor – All other problems and issues not covered by previous categories.

1) Minor : Failure to correct fault beyond 48 hours will attract a penalty of Rs.500/- for further delay till work is completed on each occasion. Beyond one week, the fault shall be categorized as major fault and accordingly will attract penalty.

2) Major: Major fault will be corrected within 36 hours from lodge of complaint by BCPL with vendor. Further beyond the schedule time Rs.1000/- will be charged as penalty for each day till completion of work.

3) Critical within 24hours from lodge of complaint by BCPL with vendor. Further beyond the schedule time Rs.1500/- will be charged as penalty for each day till completion of work.

AMC OF X-RAY BAGGAGE SCANNING SYSTEM FOR BCPL , LEPETKATA, DIBRUGARH. ASSAM.

A Brief of AMC services:

Vendor shall also provide charges for two (02) years of comprehensive AMC to be executed on expiry of warranty of one year. This includes:

- a) Wear & tear, spares & consumables and the corrective actions on the “Hardware”, “Software” & “Firmware” of the SYSTEM in totality required for the management of the system implemented through this Work Order;
- b) 24 x 7 (24 hours x 7 days a week) round-the-clock technical support for problem diagnosis (through remote login & tele-conversation with BCPL personnel) for the system commissioned through this Work Order.
- c) The AMC charges quoted by the vendor shall include the cost of all spares, equipment, instruments, consumables & services including manpower, transportations of material, travel, lodging, insurance to take care of all preventive & breakdown maintenance activities during AMC period, as mentioned under Scope of AMC below.

B Scope of AMC:

a. All technical problems related to X-Ray Baggage Scanning system & associated components covered under AMC will be prioritized into 3 severity categories:

Critical – Service is affected w.r.t Fault/Alarm reporting and System Provisioning. It is the highest level of problem. The vendor shall provide solution on top priority.

Major – Loss of storage. The vendor shall provide solution within stipulated resolution time.

Minor – All other problems and issues not covered by previous categories.

The vendor needs to take action for their resolution.

The allowed resolution time for resolving the different kind of problems are as follows. Not meeting the same will attract penalty as herein:

Critical : within 24 hours from lodge of complaint by BCPL with vendor

Major : within 36 hours from lodge of complaint by BCPL with vendor

Minor : within 48 hours from lodge of complaint by BCPL with vendor

b. All faults/problems will be prioritized into 3 severity categories:

- Critical –Service outage has occurred. It is the highest level of problem. The vendor shall diagnose the issue on top priority.

- Major – Loss of protection path, fault of redundant unit (the service is not affected; only the protection / redundancy is not available). The vendor shall provide solution within stipulated resolution time.

-Minor – All other problems and issues not covered by previous categories.

The vendor needs to take action for proper diagnosis (by remote login to systems and tele-conversation with BCPL personnel) for the network faults and should provide BCPL the technical guidelines to be undertaken by BCPL for the resolution of the network fault. The allowed diagnosis time for diagnosis and providing the technical guidelines for resolving different kind of problems are as follows. Not meeting the same will attract penalty as mentioned:

Critical : within 24 hours from lodge of complaint by BCPL with vendor

Major : within 36 hours from lodge of complaint by BCPL with vendor

Minor : within 48 hours from lodge of complaint by BCPL with vendor

Accordingly, the vendor shall provide the following Technical Support Services under AMC as a minimum:

a) Online Support:

The vendor shall extend services on 24 hours a day, 7 days a week and 365 days a year for the Online Service Support in flowing steps:

BCPL shall log complaints, with basic information on nature of fault at designated contact details of the vendor. Case ID will be assigned by the vendor for the complaint and Customer Support Engineer (CSE) will attend to the complaints on phone. The vendor will provide Telephone number and e-mail id of the helpdesk.

If any technical problem related to -Ray Baggage Scanning system & associated components is not resolved or if the fault diagnosis is not provided by the vendor on phone and if need arises, CSE will connect to BCPL's (provisioned by the vendor) to further investigate the problem and advise BCPL accordingly for resolving the issue. BCPL will ensure presence of Engineer at NOC & on-site (if needed) to carry out the action plan suggested by CSE.

b) On-site Support:

For technical problems related to -Ray Baggage Scanning system & associated components covered under AMC, depending on the severity / criticality / type of problem or if a problem is not resolved through online support mentioned above, the vendor will depute its authorized Field Engineer to provide On-Site Support Services to BCPL for resolution of problem.

c) Preventive Maintenance:

In order to prevent future failures and discrepancies in the system Hardware, Software, Firmware or other components, the vendor will carry out Preventive Maintenance & Inspection service at BCPL's location, viz., BCPL, Dibrugarh .4 nos. normal visits (once in 3 months) to each SYSTEM locations in a year shall be made by vendor's authorized engineer for preventive maintenance & general check up activity. Payment for AMC on quarterly basis shall be made after each visit of once in 3 months after submission of bill along with visit report(s).

d) Documentation Delivery Service and Software Updates

The vendor will provide technical updates to BCPL on regular basis. These updates will include the information on the latest software & firmware releases and anti-virus updates. The X-Ray Baggage Scanning system and the related Elements will be reviewed for upgrade to the latest available software and firmware releases including anti-virus updating. The upgrade will be carried out by the vendor or concerned OEM without any additional cost implication to BCPL. However, any outage which would be necessary for the upgrade will be arranged by BCPL.

The vendor shall arrange for all spares, equipment, instruments, and consumables & services including manpower, transportations of material, travel, lodging, insurance to take care of all above preventive & breakdown maintenance activities during AMC period without any additional cost to BCPL. The vendor will provide the escalation matrix for various tiers (levels) for the technical support services.

The vendor shall submit Service Reports for all Breakdowns & Preventive maintenance activities and Documentation Delivery Service & Software Updates during AMC period. The same shall comprise of :Breakdown Service Report:

This shall include minimum the following against all the calls logged with the vendor:

- ☐ Details of Problem & Chronology of its Resolution
- ☐ Time taken for resolution of problem
- ☐ Root Cause Analysis

Quarterly Service Report:

This shall include minimum the following with respect of AMC quarter:

- ☐ Summary of all the breakdown events with Problem Resolution time
- ☐ Summary of Site visits for Preventive maintenance
- ☐ Summary on Documentation Delivery Service and Software Updates

If systems / subsystems are required to be taken out of BCPL office for repairing, then a standby system / subsystem of the similar configuration and quality acceptable to BCPL will be provided on returnable basis. The vendor will be responsible for transportation and delivery of systems/subsystems. Such hardware under repair should be returned, repaired up to the satisfaction of M/S BCPL within mutually agreed period.

In case of failure in resolution of problems by the vendor within the stipulated duration, these will be attended through alternate agency at vendor's risk & cost.

C Other Terms & Conditions of AMC:

I) The AMC shall commence on expiry of the warranty period on quoted rate. The AMC charges shall be exclusive of applicable service tax. No other extra charges shall be payable to the Vendor except the quoted rates for AMC during the period.

II) Vendor shall furnish a bank guarantee for 10% of AMC value with validity of 2 years after the expiry of initial warranty of one year as security against any failure by the vendor to support the system during the AMC period. This BG for Two (02) years is to be submitted before validity of bank guarantee (CPBG) submitted against the supply order for supply part. The AMC charges shall not be paid till the BG received so.

III) BCPL reserves its right to terminate AMC by giving 30 days prior notice to the vendor.

IV) BCPL shall nominate an Engineer- In- Charge who shall be responsible for the subject service contract.

V) The vendor will give notice to BCPL for the Preventive Maintenance visit. If BCPL wish to postpone such a visit, the vendor, shall be notified of such decisions. A preventive maintenance visit can be combined with other maintenance activities.

VI) The vendor will provide the new parts of OEM make against the replacement of defective unit. In case the new part cannot be made available, then Refurbished/ used parts can be used at site on temporary basis in consultation with EIC.

VII) The vendor shall not subcontract/ sublet the maintenance jobs/ services covered under this service contract to any outside agency other than respective OEM without prior permission of BCPL.

VIII) The vendor shall not be liable in any manner whatsoever in the event of the vendor being prevented or delayed to perform any obligation required to be performed by them under the contract due to conditions constituting force majeure which shall include but not be limited to acts of God, earthquake, war (declared or undeclared), revolts, riots, fire, floods, rebellions, explosions etc.

IX) The AMC charges will be invoiced on quarterly basis.

X) Payment shall be made through e-payment at the expiry of each quarter and within 30 days from the date of receiving invoice & quarterly Service Report after considering PENALTY component (if any).

D) Penalty Clause during AMC Period

1) Minor : Failure to correct fault beyond 48 hours will attract a penalty of Rs.500/- for further delay till work is completed on each occasion. Beyond one week, the fault shall be categorized as major fault and accordingly will attract penalty.

2) Major: Major fault will be corrected within 36 hours from lodge of complaint by BCPL with vendor. Beyond this period, 02 days grace period will be given on BCPL's discretion, depending upon genuineness of difficulty to provide the service. Further beyond the schedule time Rs.1000/- will be charged as penalty for each day till completion of work.

3) Critical within 24 hours from lodge of complaint by BCPL with vendor. Further beyond the schedule time Rs.1500/- will be charged as penalty for each day till completion of work.

The contract can be unconditionally terminated at any time during the contract period by giving 30 days notice by BCPL in writing.

This clause shall be effective during the AMC period of TWO years after the initial warranty period of one year.

E) Spares

Bidder shall maintain his own spares during the AMC period of two years after the initial warranty period of one year. The bidder shall quote the rates accordingly.

The contract is comprehensive which is inclusive of the servicing of Baggage Scanner, attending the breakdown complaints, replacement of defective parts and spares etc. required for maintaining the system in healthy and smooth running condition.

PROVEN TRACK RECORD (PTR) FORM (X-RAY BAGGAGE SCANNING SYSTEM)

Sl No	Description	To be filled by the Bidder
1	Details of the Offered system to BCPL against this tender (X-RAY BAGGAGE SCANNING SYSTEM)	
i)	Make & Model number	
2	Details of offered System to other clients and its proven track record. (X-RAY BAGGAGE SCANNING SYSTEM)	
i)	Make & Model number	
ii)	Details of Project where supplied earlier	
iii)	Name of Owner	
iv)	Name, Address & Contact details of Owner's Contact Person	
v)	Owners Contact Telephone & Fax numbers	
vi)	Name of Manufacturer	
vii)	Date of Commissioning (DD/MM/YY)	
viii)	Any System Breakdowns	
ix)	Cause of Breakdowns	
x	Manufacturing facility from where the equipment were supplied for Sl. No. -ii	
xi)	Manufacturing facility from where the equipment will be supplied for this project if it is different from Sl. No.- x	

ANNEXURE-II

Source of Supply (SOS) Form for Baggage Scanning System
Bidder shall provide data for offered equipments

Sl no	Item Description	Make, Model Number, Version Number and Place of Manufacturing	Name of Company / Organization responsible for Support and Maintenance facilities for this item or system
1	Baggage Scanner (complete)		
2	Computer		
3	Computer Software		
4	Any other item		

Details of Bill of Materials of offered Systems									
Name of the Site:									
Sl no	Name of Item / System	Make /Model	Name of Hardware Module /Accessories	OEM Part Code	Function	Hardware Version / Release	Software / Firmware Version /Release	Quantity	Remarks (if any)
1									
2									

Space & Power Requirement

Sl no	Site	Offered Equipme nt	Space Requirement for offered Equipment Rack			Maximum Required Power for offered 48 VDC operated equipment	Maximum required Power for 230 VAC Operated equipment
			Length (cm)	Breadth (cm)	Height (cm)	Watt	Watt

CERTIFICATE FROM OEM

No.

Date:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
LEPETKATA, DIBRUGARH
ASSAM-786006
India.

SUBJECT: INSTALLATION OF X-RAY BAGGAGE SCANNING/SCANNER SYSTEM FOR BCPL PLANT, LEPETKATA, DIBRUGARH, ASSAM

Reference: e-Tender no.....

Dear Sir,

We, _____, the OEM of _____ (make/model of offered equipment), hereby certify that we have gone through the tender requirement and the offer is for the complete tender requirement in respect of our offered product(s). Further, we shall support the following post sale services of our products / systems / equipments (in line with the tender requirement), which are offered under this tender, through our authorized partners M/s ----- in India over a minimum period of 7years from date of their supply to BCPL:

- A. Supply of Spares;
- B. Repairing & Return of Faulty parts / modules;
- C. Technical Support

We also assume complete responsibility and provide the guarantee for our involvement with the bidder in all aspects of design/engineering, manufacturing/supply, warranty and guarantees for the X-Ray Baggage Scanner system(s) to be supplied under this tender and shall also provide necessary assistance to the bidder for successful completion of the project, if required.

The bidder is capable to undertake QA/QC program as per OEM"s standard and bidder has also the facilities for carrying out various aspects of work as per the OEM standard.

We confirm that we shall be bound by all commitments made hereby.

Yours faithfully,

Signature of Authorized Signatory

Date:

Name:

Place:

Designation:

Seal:

Note: This „Certificate from OEM“ should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM.

CERTIFICATE FROM SOFTWARE OEM

No.

Date:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
LEPETKATA, DIBRUGARH
ASSAM-786006
India.

SUBJECT: INSTALLATION OF X-RAY BAGGAGE SCANNING/SCANNER SYSTEM FOR BCPL PLANT, LEPETKATA, DIBRUGARH, ASSAM AND UNDERTAKING TO PROVIDE SDK.

Reference: e-Tender no.....

Dear Sir,

We, _____, the OEM of _____ (make/model of offered software), hereby certify that we have gone through the tender requirement and the offer is for the complete tender requirement in respect of our offered product(s). Further, we shall support the system post sale services with our software (in line with the tender requirement), which are offered under this tender, through our authorized partners M/s ----- in India over a minimum period of 7 years from date of their supply to BCPL and undertake that SDK shall be provided to BCPL during this period of seven years as and when asked for by BCPL, free of cost::

We confirm that we shall be bound by all commitments made hereby.

Yours faithfully,

Signature of Authorized Signatory

Date:

Name:

Place:

Designation:

Seal:

Note: This „Certificate from OEM“ should be on a non judicial stamp paper of Rs.10/- and should be signed by a person competent and having the power of attorney to bind the OEM.

TECHNICAL COMPLIANCE SHEETS (VENDOR TO SUBMIT COMPLETELY FILLED AND MENTION DEVIATION IF ANY, IN THE SPACE PROVIDED.

1.0 Technical Parameters:

X-Ray Baggage Machine minimum specification

Parameters	Requirement of BCPL	APPLICABLE/NOT APPLICABLE	DEVIATIONS UNDERAKEN(IF ANY)
Tunnel Dimensions	Minimum: 750 mm (W) x 550 mm (H) or better		
Conveyor Speed	0.20 m/sec or better		
Conveyor Load Capacity	160 Kg evenly distributed or better		
Conveyor Height	700 mm or better		
System Power	230 VAC +/- 10% / 60/50 Hz (EU)		
Operating Temperature	0 Deg C to 50 Deg C		
Storage Temperature	-20 Deg C to 60 Deg C.		
Relative Humidity	10-90% (Non condensing)		
Duty Cycle	100% No warm up period required		
Material	Dkp Steel Sheet Metal		

2.0 X-RAY GENERATOR and IMAGE PERFORMANCE:

Parameters	Requirement of BCPL	APPLICABLE/NOT APPLICABLE	DEVIATIONS UNDERAKEN(IF ANY)
Steel Penetration	30 mm (Guaranteed) or better		
Wire Resolution	38 AWG guaranteed; 39 AWG typical or better		
Article Separation	Low Z, Medium Z, High Z to 0.5 Z accuracy		
Generator Cool	Oil and forced air cooling		
Anode Voltage	140 kV rated		

3.0 COMPUTER SPECIFICATIONS:

Parameters	Requirement of BCPL	APPLICABLE/NOT APPLICABLE	DEVIATIONS UNDERAKEN(IF ANY)
Processor	Intel® Core™ i5 Processor or Better		
Monitor	19" LED color, flicker free or better		
Operating System	Linux, if windows then with antivirus and free updates till warranty.		
Memory	4GB RAM minimum		
Video card	1 GB minimum		
Hard drive	1 TB minimum		
USB Port	6 port minimum		
UPS	Inbuilt UPS for Computer with back-up of min 30mins		
Approved Makes	Smiths, Rapiscan, L3 and Morpho Detection		

4.0 X-RAY BAGGAGE STANDARD FEATURES REQUIRED:-

Required by BCPL	Vendors Compliance(Applicable/Not Applicable)	Remarks
MINIMUM KEYBOARD/OPERATOR CONSOLE FEATURES REQUIRED:		
Operator keyboard should be Touch sensitive with mouse pad.		
Detail Enhancement (PV) Edge Enhancement (EE)		
Black & White View (B/W)		
Organic / Inorganic Separation (OM/IM)		
Pseudo Color (PS)		

Inverse View (IN)		
High Penetration (HP)		
Required by BCPL	Vendors Compliance(Applicable/Not Applicable)	Remarks
Variable Edge Clarification (+E /-E)		
Variable Color Separation (+C /-C)		
Variable Contrast Level (+G /-G)		
Variable Density Zoom (+D /-D)		
9 Quadrant Zoom / Real Time Image Processing and Zoom (64x)		
Minimum 3 Programmable Function Keys should be available on the control panel.		
ESSENTIAL SOFTWARE FEATURES REQUIRED		
Multi Energy Imaging (4-6 colors) and Bidirectional scanning		
Image Recall - Possible to see all the images scanned in a single day.		
Manual Image Archiving / Automatic Image Archiving (min. 50,000 or more)		
Baggage Counter with Date / Time Indicator & operator Photograph.		
Organic Danger Alarm with controllable Threshold level		
Inorganic Danger Alarm with controllable threshold level		
Alarm mode - Buzzer / Belt Stopping (operator can select both or either of them)		
IR on/off feature capable of scanning very flat objects like Envelopes etc.		
Z-value - Operator can check the "z" value of the scanned image. Operator can apply all the Post processing features on the already scanned image & save/ export the same with the same applied on it.		
The images can be stored in multiple formats & transferred both wired/wirelessly to the central station.		
The device shall have a self - test feature when brought to the ON position. In addition to this, when found necessary, it shall be possible to change the setup values of the device and to record these changes only for the authorized		

technical personnel whenever deemed necessary.		
Required by BCPL	Vendors Compliance(Applicable/Not Applicable)	Remarks
Automatic Belt Stop Feature:- The X-Ray machine should automatically stop conveyor belt when not in use as per programmed idle time.		
Password protected: All software features of X-Ray Baggage Inspection System shall be online and password protected. Complete keyboard offered on the screen makes the operator easy to enter the values.		
Split monitor capability- The same monitor can be split into two with one showing colour & other showing B/W image.		
Operator Training Program (OTP) – Simulation based operator training program for repeated training & observation		
Threat Image Projection (TIP)		
MINIMUM ACCESSORIES REQUIRED		
Lead impregnated safety screens shall be available at either ends of the tunnel.		
Idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at input and output. Minimum 0.5 Mtr at both entry & exit points The device should have wheels, in order to move them easily and the wheels should be fixed if necessary.		
Minimum 3KVA UPS with 30 min backup.		
HEALTH AND SAFETY		
All X-Ray Baggage Scanner offered should meet all applicable international health and safety regulations (notarized copy of proof to be enclosed with the bid).		

Shall not exceed accepted health standard (0.1m R/Hr at a distance of 5 CM from external housing).The machine must comply with requirements of health and safety regulations with regard to mechanical ,electrical and radiation hazards.		
Required by BCPL	Vendors Compliance(Applicable/Not Applicable)	Remarks
The supplier/manufacturer should furnish relevant certificate from AERB (Atomic Energy Regulatory Board of India) regarding radiation safety.		
The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray Screening machines Should also be compliant with – ☐ USFDA Federal Standard 21CFR 1020.40 Health and Safety at Work Act 1974. ☐ Film safety: ISO 1600 / 33 DN ☐ CE Certificate Compliance ☐ FCC & IEC Compatibility		

FORMS AND FORMATS

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Note: Above Formats/Forms duly filled-in along with its enclosures must be essentially furnished by bidders before/ along with bid for Evaluation, failing which such bid(s) 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 avanti@bcplindia.co.in 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,
Dy. General Manager (C&P)
Brahmaputra Cracker and Polymer Limited
PO. Lepetkata, Dist. Dibrugarh, Assam
TEL# 0373-2914609

SUBJECT: SUPPLY INSTALLATION AND AMC OF X-RAY BAGGAGE SCANNING SYSTEM FOR BCPL, LEPETKATA

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) Fax 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.

- ☐ The item/service does not fall in our product/servicing range
- ☐ We do not meet BEC (Bid Evaluation Criteria) as specified in tender
- ☐ We cannot meet the technical specifications as specified in tender
- ☐ There is an order overbooking

- We need some more time for submission of offer and hence request for extension of bid Submission date
 - Any other reason (please specify)
-
-

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

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

(Country Code)

(Area Code) (Telephone Number)

1-10 ISO Certification, if any

{If yes, please furnish details}

1-11 Bid Currency

1-12 Place of dispatch _____
1-13 Whether Supplier /
Manufacturer _____
Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh,
 Assam(India)
 Phone: +91 373 2914636/09

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER: _____

BID FORM

F-4

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914609/635

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

F5

[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,
Dy. General Manager (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-priced bid
(Part-I) along with confirmation as per tender requirement:

1) EMD Details: DD [] BG []

No... Date..... Amount- Rs.....Validity.....

2) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted along with un-priced bid [Page-]

3) No Deviation Certificate [Page-]

4) Power of Attorney in the name of the signatory to the Bidding Document [Page-]

5) Duly filled-in and signed Agreed Terms and Conditions [Page-]

6) 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-]

7) Confirm bid is submitted Under Two Bid System [YES/NO]

8) Bidder has signed and stamped the Volume-II/II of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]

9) 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]

10) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document.

[List out all such requirement and submissions] [Page-]

[Page-]

(SEAL AND SIGNATURE OF BIDDER)

NO DEVIATION CONFIRMATION

TO,

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
P.O. LEPETKATA, PIN-786006
DISTRICT - DIBRUGARH
ASSAM**

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
and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

Ref. -----

Bank Guarantee No. -----

Date-----

To
 Brahmaputra Cracker & Polymer Ltd.
 Main Fire Station Building, BCPL Project Site,
 Lepetkata-786006, Dibrugarh
 Assam

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No. -----

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----2013 ----- at -----

WITNESS :

(SIGNATURE)
 (NAME)

(SIGNATURE)
 (NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date : _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

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.

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 Bidding Documents.

The bank guarantee by bidders will be given from bank as specified in ITB.

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 BCPL at its address as mentioned at ITB under intimation to BCPL.

Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no from where the earnest money bond has been issued.

If a bank guarantee is issued by a commercial bank, then a letter to BCPL 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 under intimation to BCPL.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(PERFORMANCE SECURITY) - UNCONDITIONAL

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To,
Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam. INDIA

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 warrantee 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 ` / US\$ / EURO \_\_\_\_\_ ( ` / 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)
Date-

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

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.

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE TO BE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

SL. NO	DESCRIPTION	VENDOR'S CONFIRMATION
1	Specify Despatch Point	
2	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail.	
3	Inland transit: Prices quoted excludes Inland transit insurance	
4	Confirm that Prices Quoted are on FOT(Lepetkata, Assam) basis	
5	Taxes & Duties : applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in	

	b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after	
6	a. Tarrif sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 12 of Section II of tender document.	 (%)
7.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	% %
7.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
7.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
7.4	a) Clarify whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c) Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
8.	Sales Tax:	
	a) Specify CST/ VAT	
	b) Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid:	 (%)
	c) Clarify whether Sales Tax will be applicable on freight charges also.	
	d) In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e) Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	

	f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
9.	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by Them in the price bid. Otherwise, BCPL shall deduct the Differential amount as stipulated in Section II of tender document.	
10.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in completion period specified in Clause 26 of General Conditions of Contract-Goods b) In case of delay, vendor will reduce the invoice amount by applicable reduction	
11.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)	
12.	Repeat Order: Confirm acceptance of REPEAT ORDER clause No-41 of GCC(Goods)	
13.	Performance Bank Guarantee (for successful bidder): Confirmation that Security Deposit/ Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format F-7.	
14.	VALIDITY: Confirm that the offer shall be valid up to 90 days from the bid due date/extended due date.	
15.	a) Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical Corrigendum, if any, without any deviation.	
	b) Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Request for Quotation (RFQ)	
	iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
16.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private Company in which any director of Owner is a member or Director.	
17.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly	

	Stated. This does not necessarily be cause for disqualification. However if this declaration is not Furnished the bid shall be rejected as non- responsive.	
18.	Please confirm your offer contains the following: <u>17.1 UNPRICED OFFER</u> Deviation sheet, if any. <u>17.2 PRICED OFFER</u> a) Price Schedule. Statement that all specification and terms & conditions are as per b) un- priced copy of offer.	
19.	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier	
20.	Bidder has not taken any deviation to the Technical Specification sheet placed at Annexure-A. The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
21.	Bidder accepts PAYMENT TERMS as per tender (refer Clause 22 of RFQ)	
22.	Bidder accepts DELIVERY SCHEDULE as per Clause 12 of RFQ	
23.	Bidder accepts Guarantee /Warranty clause as per Clause 17 of RFQ	
24.	Bidder accepts Arbitration/Resolution of Dispute clause as defined in Clause 30 of RFQ.	
25.	Bidder accepts Force Majeure clause as per Clause 29 of GCC(Goods)	
26.	Bidder confirms that they have not asked for any advance payment.	
27.	Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges up to Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service Tax.	
28.	Whether bidder falls under MSE Act.	
29.	Whether MSE is owned by SC/ST Entrepreneurs	
30.	Confirm submission of documentary proof for MSE in duly certified in accordance with Clause 8(b) of RFQ	
31.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	
32.	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid Has been initialed and stamped by the authorized person.	
33.	Does your organization have an environment policy?	
34.	Does your organization have ISO 14001 certification, if so, since when?	
35.	Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?	
36.	Details of any award received in the field of Environment, Safety and Health.	

37	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
38	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case , itis found that the tender document has beenmodified / altered by the bidder, the bid at any stage, shall be liable for rejection	
39	Confirmed that prices quoted by bidder is exclusive of Service Tax and WCT	

SECTION-V

SCHEDULE OF RATES (ATTACHED SEPARATELY)

SECTION-VI

GENERAL CONDITIONS OF CONTRACT (GOODS) (ATTACHED SEPARATELY)