



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

REQUEST FOR QUOTATION (RFQ)

RFQ No.: BCPL/DIB/C&P/2012/C/077/DD

April 18, 2013

To,

M/s. _____

SUB: SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF IP EPABX FOR INTERCOM FACILITY IN BCPL, LEPETKATA, DIBRUGARH.

REF.: BCPL/DIB/C&P/2012/C/077/DD Dated 16/04/2013

Dear Sir (s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids for the supply of IP ENABLED EPABX SYSTEM as per Annexure - I at BCPL, Dibrugarh, Assam as detailed below in complete accordance with enclosed tender document:

TENDER NO.	EARNEST MONEY DEPOSIT (EMD) (₹.)	COST OF TENDER (₹.)	TYPE	LOCATION
BCPL/DIB/C&P/2012/S/R/031/DD	15,900/-	NIL	SUPPLY, INSTALLATION, COMMISSIONING AND TESTING	CENTRAL WARE HOUSE, BCPL, LEPETKATA- DIBRUGARH

DESCRIPTION OF WORK	SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF IP EPABX FOR INTERCOM FACILITY IN BCPL, LEPETKATA, DIBRUGARH
LAST DATE AND TIME FOR SUBMISSION OF TENDER	07/05/2013 at 14.30 hrs.
DATE AND TIME FOR OPENING OF BIDS	07/05/2013 at 15.00 hrs.
TIME OF SUPPLY	100% MATERIAL WITHIN 45 DAYS FROM THE DATE OF PO.
PRE BID MEETING	26/04/2013
PLACE OF SUBMISSION OF TENDER & ADDRESS OF COMMUNICATION	OFFICE OF THE SR. MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, Dibrugarh-786006, ASSAM

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Main Fire Station Building, P.O. Barbaruah, Lepetkata, Dibrugarh-786006, Assam, Tel: 0373- 2914611

Project Execution office: 3rd Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax) www.bcplonline.co.in

PART – A

Offers should be submitted separately in two parts in sealed envelopes super scribed with the tender no., due date, item and nature of offer (Un-priced / Priced).

PART-A: 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 document & addenda/corrigenda, if any, duly signed and stamped on each page.**

PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –VI).

The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.

Tender through Fax / Telex / Telegram / e-mail shall not be considered.

BID EVALUATION CRITERIA (BEC):

Technical:

- i. Bidder should be manufacture / dealer / stockiest for supplying EPABX System.
- ii. Bidders other than manufacturer should submit valid dealership certificate to be furnished along with offer (un- priced bid).
- iii. Bidder must have supplied IP-enabled EPABX system with minimum single order value of Rs 3.97 Lacs in last 07 years to be reckoned from the date of unpriced bid opening.
- iv. To comply with the above BEC , bidder must submit the copies of the supporting documents against points i), ii)& iii) above, all documents must be duly **attested by Gazetted Officer / notary public.**

PRICE BASIS:

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

DELIVERY/COMPLETION SCHEDULE:

Material should be delivered within 45 days from the date of issuance of Purchase order.

VALIDITY PERIOD OF OFFER:

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

CONSIGNEE ADDRESS:

BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE, PO – LEPETKATA
DIBRUGARH-786006, ASSAM

PARTY SHOULD CONFIRM THE EXACT DELIVERY DATE WELL IN ADVANCE BEFORE DELIVERY.

PART – A

TERMS OF PAYMENT:

- 1) 70% Payment shall be released after supply of EPABX system & all accessories as per contract at BCPL designated warehouse, 100 % OCI (Open Case Inspection) of all the items as per the packing list and acceptance certificate issued by BCPL.
- 2) 30% Payment shall be made after successful installations and commissioning, Training both at Sellers factory and at BCPL site, along with Acceptance Testing at BCPL site.

WARRANTY/GUARENTEE:

REFER ANNEXURE-II, BIDDER'S SCOPE.

PRICE REDUCTION SCHEDULE (PRS):

PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER WEEK SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.

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.

TRANSIT INSURANCE:

Shall be in the scope of supplier.

FREIGHT & PACKING - FORWARDING CHARGE:

Should be inclusive of the total quoted amount as shown in SOR.

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.

OPENING OF PRICE BIDS:

The price bids of the Techno-commercially accepted bidders will be opened.

AWARD CRITERIA:

The OWNER will award the contract to the techno-commercially successful bidder whose bid has been determined to be the lowest evaluated on overall basis.

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

The OWNWR 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.

OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OWNER 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 OWNER'S action.

PART – A

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.

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.

FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

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

REJECTION CRITERIA:-

- i. Non submission of EMD/Lesser amount of EMD.
- ii. Non submission of valid dealership certificate.
- iii. Period of validity of bids.
- iv. Arbitration Clause.
- v. Force Majeure Clause.
- vi. Non submission of firm prices till validity period of Offer.
- vii. Deviation in payment terms for the specified terms as mentioned in tender.
- viii. Scope of supply i.e. price Basis.
- ix. Deviation in Warrantee / Guarantee.

PART – A

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.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT (WHICHEVER IS APPLICABLE):

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.

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.

PART – A

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.

PART – A

ENCLOSURE:

- a) ANNEXURE – I (TECHNICAL SPECIFICATION & BIDDER'S SCOPE {Page No. 9-19}).
- b) ANNEXURE – II (INSTRUCTION TO BIDDER {Page No. 20-21})
- c) ANNEXURE – III (NON-QUOTE SOR {Page No. 22-23}).
- d) ANNEXURE – IV(BIDDER FACET) ({Page No. 24}).
- e) ANNEXURE – V (CONSENT LETTER {Page No. 25})
- f) ANNEXURE – VI CHECK LIST ({Page No. 26}).
- g) ANNEXURE –VII (GENERAL PURCHASE CONDITION {Page No. 27-31}).
- h) ANNEXURE-VIII (FORMAT OF BG TOWARDS EMD{ Page No. 32})
- i) ANNEXURE-IX (FORMAT OF BG TOWARDS PBG{ Page No. 33-34})

PART -B

- j) ANNEXURE –X (SCHEDULE OF RATE {Page No. 36-37})

In case bidder(s) have any queries, they may present the same to the undersigned **Phone No.: 0373-2914611/ Email id: debajyoti@bcplindia.co.in** latest by 26.04.2013. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the bidder 26.04.2013.

THANKS & REGARDS,

Debajyoti Das,
Senior Officer (Contracts & Procurement).
For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)
Project Site Office, Lepetkata,
Dibrugarh - 786006, Assam.

NOTE:

- 1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
- 2. Bidders must sign & stamp on each page of tender document.

NB:

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s.(Name of the bidder) shall be liable for rejection".

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.

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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.

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

All out-station bids, if sent by post, should be sent under registered cover. Any excuse regarding late delivery of bid due to any reason whatsoever will not be entertained.

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

Any change in bid after due date of submission of tender will not be considered.

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

Brahmaputra Crackers & Polymers Ltd. reserves the right to accept or reject any or all bids received, at its absolute discretion, without assigning any reason whatsoever.

You are requested to depute your representative along with authorization letter at the time of bid opening.

TECHNICAL SPECIFICATION**1. General**

- The IP based EPABX shall be microprocessor based, 100% non-blocking. The EPABX shall support Q-Sig on PRI/BRI & IP.
- The EPABX system shall function as on virtual pure IP platform (not on PCM-TDM technology) deploying multiple server (EPABX) in a cluster. Service in the cluster should be remotely located over WAN or internet connected by IP.
- The EPABX system should be compatible for interoperability with other TDM/IP based EPABX of different manufacturer.
- Numbering plan for EPABX shall be suggested by BCPL and finalized during commissioning.

2. Hardware Specification

- a) IP EPABX shall have entire data base distributed and replicated in real time between all the servers, to allow one virtual IP- EPABX functionality over geographical dispersed sites. Servers are remotely located and connected by IP Network.
- b) The EPABX shall be non-blocking. A communication failure shall not interrupt any server functionality. 100% functionality shall continue even if connection between the dispersed servers fails. After connection is restored, all database changes applied during the failure time in any server shall automatically update in the system.
- c) IP telephone should automatically reconnected to any other server, if the connection to their primary server fails. The service to telephones shall not be interrupted and 100% functionality continuous by the other server. A failure of one server does not harm the system functionality of the other servers.
- d) Each server shall have functionality as pure IP software modules, such as phones, trunks, announcers, music on hold, ACD, voice mail, unified messaging, unified fax, etc.
- e) The IP EPABX shall be native VOIP design (SIP). The EPABX shall support SIP, MGCP devices (VOIP) including SIP, PRI/BRI, E1, and analog trunks, fully featured digital telephones, third party SIP devices, expansion slot for PRI, digital and analog devices.
- f) The IP EPABX shall support standard SIP devices including soft phones, video phones, SIP hard phones, and SIP trunks including extending feature availability over the ISDN exchange network.
- g) It shall be built around latest commercial microprocessor (CPU) like Pentium, capable of switching voice, data and images without any degradation. To protect the investment from obsolescence the system shall allow for scalable up-gradation of the CPU without affecting and replacing the whole system or the other peripheral hardware.

PART – A

- h) There shall be high level of distributed processing to provide for superior reliability and better utilization of main CPU time.
- i) Normal analog extension shall be capable of reaching a minimum distance of 3km and high impedance extension minimum up to 10km using 0.51sq mm single pair cable.
- j) To ensure fast booting time, it shall have fast main memory and storage memory system like dynamic random access memory (DRAM) and flash ROM etc. for secondary storage memory to store office data, administrative and maintenance procedure etc., memory shall be flash ROM/Hard disk, memory storage shall be sufficient to meet the present requirement and future system up-gradability.
- k) It shall support totally inbuilt integrated application like unified messaging options including voice mail system (VMS) etc.
- l) System shall allow removing of stacks/ cabinets o support extensions at remote places with full features transparency.
- m) The system shall be capable of working as transit switch, local switch, data circuit switch.

3. System Software

The system platform shall be based on open architecture based system and universal multitasking operating system and shall support uniform system software for full migration up to maximum extension/trunks.

4. Redundancy

The system shall have redundancy of CPU, common control modules like tone generator, entire control section, memory and related units by way of duplication or distributed architecture of common circuitry. In case of CPU failure the established call shall not get disconnected.

Vendor shall specify list of redundant items (including above mentioned items) in hardware configuration of the EPABX to be supplied.

5. Interfacing compatibility

EPABX shall be capable of supporting the following signaling protocols. Hardware as per present requirement as specified elsewhere, however, software for all interface/ protocols shall be inbuilt in EPABX.

Analog: E&M (2 W), E&M (4W), DC loop signaling, decadic, DTMF.

Digital: 2MB stream with following signaling protocols (Digital CEPT, R2MFC).

Standard ISDN BRI, PRI.

SIP & MGCP on VOIP

QSIG

All other protocols as applicable for operation IP & ISDN services, etc.

6. System Service Features

Class of service restrictions

Automatic fault detection and display

Line lock out

PART – A

Music on hold

Mixed station dialing

Flexible & user definable numbering plan

Discriminative ringing for extension call and tie-line call

Night mode

Area code restriction

Trunk answer from any station

Direct in lines

Emergency transfer to predefine extension of C.O. lines on power failure

Seizure of outgoing trunks on rotating priority without any hardware settings

3-party conference for calls coming through

User programmable station groups (call pickup, rotation etc.)

STD/ISD barring facility on C.O. lines

The system shall have malicious call trace facilities for pre define set of users

System shall provide auto attendant facilities on all trunks with flexibility of different set of announcements to separate in coming trunk groups.

Appointment reminder

Paging interface

Pad lock

In built wake up alarm (using in built EPABX clock)

Traffic monitoring

Volt free contact for transmitting EPABX alarm to optical NMS. Vendor shall provide details for same.

7. **Extension service feature:**

Direct outward dialing

Abbreviated dialing

Extension to extension calling

Auto call back on busy

Call forwarding/forwarding cancel and diversion

Call pickup

Group call pickup

Last number redials

Force release of entire group call

PART – A

Force release of participant

Padlock facilities or STD/ISD locking

Add on conference

Station camp on

Trunk camp on

Call transfer for local, CO line & over the network

Speaker on-off indication at the remote end (for digital and IP phones)

Executive override with tone indication

Whisper page

Boss- secretary feature

Integrated directory (for digital and IP phones)

Mixed mode dialing (DTMF/pulse interchangeability for analog phones)

Last caller recall

Caller line identification

Connected line identification

Calling/connected line identification restriction

Calling name identification

Connected name identification

Calling/connected name identification restriction

Calling line identification on analog extension

For IP telephone through password control transfer all the facilities extension on the other extension and all transaction done on transferred extension will be accessed under user's allotted extension.

8. **Voice Mail**

The EPABX shall be equipped with integrated voice mail and number of mail boxes as define in this document. Each mail box should be 10 minutes duration and minimum five numbers simultaneous access shall be provided by the vendor. Vendor shall also provide one fax port at all the voice mail location.

The voice mail shall include following features as a minimum:

The call answering or call/record answering function

Customization of an announcement

Users call forwarded to the voice mail

Overflow of calls

Indication of pending messages

Listening of messages from any internal and external station over the network

Saving of massaging

Fax massaging

Voice guidance for different functions

9. Programming

EPABX's network management system shall be provided for network & local control of the entire network at administrative building, Lepetkata. Further all EPABX shall be remotely programmable by EPABX NMS, if required in future. The NMS shall be capable of programmable EPABXs for services defined in above clauses.

NMS shall also include software/hardware required for “ Call Accounting” . this call accounting feature is required for all the subscriber in the entire network.

The system shall have provision for instant fault information, remote maintenance facilities, and capability of malicious call tracing for at least four malicious traces simultaneously.

The access for modification shall be password protection.

Additionally, LCT with necessary software shall be provided for maintenance purpose for carrying to remote sites, as required in case of network connectivity loss from the EPABX NMS.

EPABX NMS features:

The NMS system should minimum take care of the following:

Graphical view of the network

System configuration

Fault management

Performance management

Security management

Call accounting

10. Specification of MDF

Main distribution frame/intermediate distribution frame/ junction box for analog, digital extension lines and CO trunks.

Cable insertion/extraction 1 no shall be provided with each MDF.

Connectors: Krone type or equivalent

Line protection unit : integrated protection module and GD tubes in all lines.

Type of Enclosure: krone standard rack mounted 14 gauge steel of 2.03 mm thickness body with transparent dustproof cover and locking arrangement.

Capacity of MDF shall not be less than 250 pairs.

11. Specification of Telephone :

IP Telephone:

PART – A

- IP Terminal with Color LCD Touch Screen with COLOUR DISPLAY
- AND xml supports With BACKLIT LCD AND KEY PAD
- Must have option to use wired Handset or wireless Handset via Bluetooth support.
- Same terminal must be upgradeable for blue tooth handset connectivity by just replacing wired handset to Blue tooth Handset
- Minimum 24 freely programmable/fixed keys with LED's expandable to 32 key without replacing the original Base terminal by just replacing key Module.
- Alphanumeric LCD tilt able display with 3 lines (24 characters per line); additional
- Backlighting that remains illuminated for approx. 5 s.
- The faceplate of the instrument should be changeable with different color option as and when required in future.
- Multiple line appearances with LED indication
- Integrated Full-Duplex speakerphone with adjustable volume control
- Simple upgrade from digital phone to IP phone
- Interface to native IP Telephones (H.323 & SIP)
- Availability of PC Client soft phone
- Availability of wireless IP DECT Handset
- Full-duplex speakerphone
- Easy programming of line/Feature Keys And Fixed Feature Keys
- Support all the features of the Digital terminal
- IP phone should equip with a build in mini switch for connectivity to a desktop/notebook computer
- A user should be able to plug in their IP phone anywhere in the organization and automatically receive calls without administrative intervention.
- The IP phone shall option for multiple power supply like via external AC-DC power adapter, power patch panel and in line power of the switch through RJ45.
- Supports failover resiliency for IP stations across discrete systems, i.e., an IP telephone can be configured behind more than one PBX

Analog Telephone:

- . Lamp – message wait indication
- Frequency – 300-3400 Hz
- Dialing – push button punching multi frequency
- Pulse tone switchable

PART – A

- Modular connection plugs for line and handsets
- Electronic ringer with adjustable volume and melodies ring
- Flash, pause, redial, mute functions
- Hand set cord (un-detachable)
- Hands free operations through single key press
- Housing and handsets – glossy finish
- Type – rugged table top cum wall mounted
- Color – shall be finalized before dispatch

Note: Qualified Bidder shall get confirmation for the color of the telephones from owner during supply of Telephone.

BIDDER's SCOPE

The scope of works in general, but not limited to, the works to be performed under this contract shall comprise of:

Design, Supply, inspection & testing, transportation at site, storage, installation, system integration, testing & commissioning of the following items with all required accessories.

- a. IP based EPABX system with standard 19'' rack with auto attendant system (Operator console) in BCPL, Admin building, Lepetkata.
 - b. VOIP FXS Gateway with wall mounted rack & switching device in BCPL, central laboratory and its connectivity with EPABX system in admin building over IP media (IP media will be provided by BCPL).
 - c. Required MDF/IDF and associated wiring/cabling.
 - d. Required Earthing for EPABX system in admin building as per mentioned in SOR.
 - e. Required analog port, GSM ports, IP line with license as per mentioned in SOR.
 - f. No compatibility issue between required EPABX system and Matrix ME 16S, Mitel Mxe (3300 series) for interconnectivity.
 - g. Required telephone sets as per SOR.
- (i) The bidder shall be responsible for engineering and providing all materials, equipment and services specified or otherwise, which are required to fulfill the intent of ensuring operability, maintainability, completeness and reliability of the total work as per SOR. Any other equipment, material, component, accessories which are not specifically mentioned in price bid and technical specification but necessary for satisfactory installation and trouble free operational and maintenance of the equipment / system adopting good engineering practice shall be in the scope. The offered equipment shall be newly manufactured, employing proven and established latest technology suitable for Indian climatic conditions.
- (ii) The bidder shall provide necessary equipment's like switches/routers etc. to establish the IP connectivity over OFC between the EPABX and the FXS and also with other EPABXs.
- (iii) Providing complete design, engineering data, detailed drawings, schemes, commissioning procedure, O&M manuals, catalogue, reference documents etc. for BCPL review/reference / records in requisite sets of hard copy and soft copy.
- (iv) Installation, testing & integrated commissioning of the complete EPABX system.
- (v) Execution of works shall be as per tender conditions & technical specification, relevant applicable IS, ITD/DoT requirements code of practice in conformity with the Indian Electricity Act, 1910 and the Indian Electricity rules 2005 amended up to date.
- (vi) Ensuring interlocking/integration/interconnection among various equipment/system, earthing of equipment and safety aspects as per the requirements.
- (vii) All Statutory approvals / license for the equipment(s) / system(s) shall be obtained by the successful bidder as needed including approval of relevant drawings, approval for the entire installation and after completion of work, as per the approved

PART – A

drawings. Cost for obtaining such approvals from statutory authority/DoT/TEC shall be borne by the bidder.

- (viii) Effective co-ordination with the other agencies to carry out the work smoothly.
- (ix) Proper handing over of the installations in satisfactory working conditions along with required as built drawings, documents, maintenance tools /tackles and items as specified in the tender.
- (x) The work shall also include all incidental job connected with the installation of equipment's.
- (xi) All the equipment except battery shall be designed considering 50° C as ambient temperature. Battery shall be designed considering minimum ambient temperature (5°C). Where equipment are installed outside and exposed to direct sun-rays, rigorous weather conditions under which they are required to operate shall be taken into consideration.
- (xii) Any work like chipping/breaking of existing structure like walls, floors, fabrications etc. with prior approval of the BCPL representative.
- (xiii) In case any existing structure is affected/damaged due to the installation work, the repairing to the same shall be done to the satisfaction of the BCPL representative without any extra cost.
- (xiv) Any modifications/rework required on account of wrong practices shall be done without any extra cost.
- (xv) Bidder shall provide onsite support within 2 days (48 Hrs) from the time of intimation with in warranty period.
- (xvi) Bidder shall provide total maintenance service free of cost for all equipment's installed during Warranty period.
- (xvii) Warranty for a period of 2 year on the entire system including hardware & software shall be provided by supplier.
- (xviii) Extension of power supply and Earthing as per site requirement for EPABX system.

TECHNICAL REQUIREMENT & STANDARDS:

The specification defines the requirements for a continuous duty, highly reliable, latest and state of art technology EPABX Systems for effective intercommunication in the BCPL Plant.

All equipment of system shall comply in all respects with the requirements of the latest edition of the relevant codes and Indian Standard. The technical specifications for the

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system to be executed are enclosed. Items which are not covered under the technical specifications and are required for completeness of the system shall be executed as per latest IS/ IE rules and Indian telecom department requirements

The EPABX system shall be TEC/DOT approved and confirm to the latest issue of relevant applicable International standards/IEC standard /Indian standards for design, manufacturing, safety, inspection and installation.

SPARES:

The bidder shall indicate and include in quoted price, all the start-up and commissioning spares. Bidder shall also furnish a complete list of recommended spares for 3 years of normal operation and maintenance for the equipment's.

REPLACEMENT OF DEFECTIVE/ DAMAGED ITEMS

All defective/damaged items shall be replaced with the good ones without any extra cost to purchaser (during warranty period)

TOOLS & TACKLES:

All the required special tools & tackles for installation & commissioning of EPABX shall be in supplier scope.

Bidder to furnish a list of such tools along with the offer.

TRAINING:

Part-I:

Qualified bidder shall arrange training for BCPL Telecom Engineers before transportation of EPABX at seller's workshop at free of cost. Cost of travelling to & fro supplier factory and accommodation will be borne by BCPL.

Part-II:

Representative of qualified bidder shall provide training to BCPL Engineers at site during installation and commissioning of EPABX.

STATUTORY LAWS/RULES/APPROVALS/LICENSE:

The system supplier/agency shall abide by the relevant statutory rules, laws, and guidelines and arrange for the approvals, if any required. Those include adhering to labor laws, abiding local electricity rules etc.

FACTORY ACCEPTANCE TEST:

Qualified Bidder shall arrange for factory acceptance test for EPABX system and associated items at seller's factory, which will be carried out by representative of BCPL. Advance

PART – A

intimation on FAT schedule shall be given by the bidder to BCPL. Travelling and accommodation for FAT will be borne by BCPL.

PACKING/ TRANSPORTATION/ HANDLING:

Equipment/ materials shall be properly packed with appropriate packing materials & means. Special care shall be taken for fragile items. Item description, qty, code, instructions etc should be marked for easy identification etc. The equipment/ materials should be transported by appropriate transport mode up to the site/ destination.

Due care should be taken for loading, handling, unloading, shifting, lifting, jacking etc by suitable means like Cranes, Forklifts, Chain pulley blocks, mechanized means etc. and experienced man power.

All relevant documents shall be accompanied with the items

SITE TESTS/ PERFORMANCE TESTS:

Necessary site tests/ performance tests shall be conducted on the equipment to ascertain the functional / design/ site requirements. Reports shall be prepared recording the various values, parameters, observations, settings made etc. In case of unsatisfactory results, the same shall be replaced/ rectified as per the requirement without any extra cost.

GUARANTEED PERFORMANCE:

The bidder shall ensure the uninterrupted operation of the supplied EPABX system during warranty period. In case of any fault arise bidder will rectify the fault, free of cost, within 48 hours from the time intimation during the warranty period.

INSTRUCTION TO BIDDERS

- 1) Any NOC or statutory licenses required for delivery of service shall be the sole responsibility of the bidder and the bidder has to ensure that the equipment supplied does not fall under the restricted category of equipments as directed by the Govt. of India.
- 2) The Bidder shall offer comprehensive warranty during the contract period not less than 2 years for maintenance of all equipments installed by the bidder including replacement of faulty equipments of the bidder within 1 week from intimation by BCPL, during contract period.
- 3) 70% Payment shall be released after supply of EPABX system & all accessories as per contract at BCPL designated warehouse, 100 % OCI (Open Case Inspection) of all the items as per the packing list and acceptance certificate issued by BCPL.
- 4) 30% Payment shall be made after successful installations and commissioning, Training both at Sellers factory and at BCPL site, along with Acceptance Testing at BCPL site.
- 5) Address for delivery of services (installation of all racks & equipments) will be Brahmaputra Cracker and Polymer Limited, plant site at Lepetkata, Dibrugarh. Proper location for housing the equipments will be as per direction of BCPL.
- 6) Fault management and rectification of all hardware & software will be under bidder scope during the warranty period.
- 7) Bidder shall deliver the items within 45 days of issue of Letter of Acceptance by BCPL if otherwise not asked by the latter for any delayed delivery. The bidder shall take prior approval from BCPL for the RFS (ready for shipment) date.

In case there is no request for delayed delivery from BCPL the Bidder shall be given additional 30 days for delivery with applicable PRS deduction as per C&P procedure or else the Purchase Order will be liable for cancellation at the sole discretion of BCPL. Delayed delivery if any due to force majeure or due to act of God will be considered for exclusion.

- 8) Bidder shall complete the OCI of all the items in complete aspect within 7 days of the OCI.
- 9) Bidder shall complete the installation and commissioning of all the items in complete aspect within 15 days of the OCI, if, otherwise not asked by BCPL for any delayed installation.
- 10) Bidder shall submit all its invoices to BCPL within 30 days of the Acceptance Testing certified by BCPL for the completed job.

PART – A

- 11) Bidder shall take maximum precaution not to damage any existing infrastructure at the customer premises and shall repair and restore all the infrastructures back to its original at its own cost and workmanship.
- 12) Bidder shall supply all necessary items/equipments required for successful installation and commissioning of EPABX which are not specifically mentioned in SOR.
- 13) BCPL will have right to modify, add, delete of any clause, specification, as per functional requirement of the company, before shipments of EPABX and associated items. In such cases decision of BCPL shall be final.
- 14) Bidder shall provide training manuals and technical documents in hard copy to the customer for the administrative controls, operations and maintenance and also an on-site training shall be arranged by the bidder. The bidder shall not quote separately for this scope.

*****End*****

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ANNEXURE – III

SCHEDULE OF RATES

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT RATE (₹.)	P & F CHARGES	EXCISE DUTY	VAT / CST	FREIGHT	SERVICE TAX	AMOUNT (₹.)	LANDED AMOUNT (₹.)
01.	IP communication server with 19"1u chassis Rack mountable along with CPU with at least 32 Bit Processor, Ip Resource card, IPLA & Bs 10 with inbuilt 16 port Voice Response / Auto Attendant Expendable up to 1800 Ports .	Lot	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
02.	19",2u chassis Power Supply, 6 slots, with BS11	No	2	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
03.	Analog Extn. Card with inbuilt CLI (16 port)-	No	6	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
04.	License for Ip Extn.	No	10	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
05.	IP Terminal with 2 line Display and 6 programmable key with dual LED support, POE support	No	10	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
06.	2port GSM Terminal	No	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
07.	CLI Telephone With Large Display	No	120	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
08.	300 pair IDF Frame with krone Module along with IPM	No	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>

09.	Supply and installation of Chemical earthing for ip communication server	LS	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
10.	Uninterrupted power supply system 2kva along with battery and rack for 2hrs.backup.	No	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
11.	19' 42 U server Rack with All accessories ,Cat-6 Cables	Lot	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
12.	Installation, commissioning and user training	LS	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
13.	FXS Port: 32 Ports	No	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
14.	FXS Installation and Commissioning Charges	No	1	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>	<i>Do Not Quote Here</i>
	TOTAL AMOUNT (₹.)										<i>Do Not Quote Here</i>

TOTAL AMOUNT IN WORDS:

N:B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. CST shall be quoted against form-C.
3. Bidders should quote their rates as per the above mentioned columns, in case if left blank shall be presumed as inclusive
4. Price FOT site basis.

SIGNATURE OF THE BIDDER

BIDDER FACET

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) Tele fax Number :

(iv) Contact Person :

(v) E-mail Address :

B) Details of Contact person:

(i) Postal Address :

.....

.....

(ii) Telephone Number :

(iii) Fax Number :

(iv) Contact Person :

(v) E-mail Address :

CONSENT LETTER

(Applicable for outside bidders of Assam and to be submitted along with un- Priced bid)

To,

EXECUTIVE TRAINEE (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE
Lepetkata, PO – Barbaruah
Dibrugarh-786006, Assam

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

(Signature of the bidder)

Bidders are requested to confirm whether they have submitted the following documents along with the bid:-

SL. NO.	WHETHER THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED	CONFIRMATION YES / NO
01.	Complete documents duly signed and stamped on each page	
02.	Bidder must have valid sales tax registration no. and same should be indicated in the quotation.	
03	Submitted EMD of ₹. 32,650.00/-	
04	Validity of offer for 120 days from the date of opening.	
05	Confirmation of quoting firm prices till validity period of offer for instrument and calibration of instrument as specified in tender.	
06	Confirmation regarding consent letter at Annexure-V duly signed and stamped. (Applicable only in case of bidders outside ASSAM)	
07	Applicability of entry tax.	
08	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: 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 document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –IX). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.	

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ANNEXURE - VII

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A GOVT. OF INDIA ENTERPRISE)
LEPETKATA, DIBRUGARH**

GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, **Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006**. Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & superscribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1430 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of renderers/ authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales **Tax/VAT/TIN** registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 04 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. **PRICE /PURCHASE PREFERENCE:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:** If the vendor fails to deliver any or all of materials or performance of work & service within the time period (s) specified in the order contract, BCPL shall without prejudice to any other remedies (ies) under the order/contract, reduce a sum calculated on the under mentioned basis:-

Price reduction will be applicable @ $\frac{1}{2}\%$ of the total order / contract order per week of delay or part thereof in supply/completion of work subject to a maximum ceiling of 5% of total order / contract value of orders of material, works & service contracts.

In a supply contract the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual

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delivery period. The remaining supplies which are completed beyond the contractual delivery period shall attract a PRS of ½ % of delayed delivery upto a maximum of 5% of total order value.

The value referred in PRS is excluding taxes & duties.

11. ENTERPRISE'S INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT, 2006.

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable)**. Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following: "We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No)."

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

12. PERFORMANCE GUARANTEE (CPBG): In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. INSPECTION, TESTING & EXPEDITING: Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. WARRANTY :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade

and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall

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if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

15. PAYMENT TERMS:

100% Payment will be released within 15 days of receipt and acceptance of material/ installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. INVOICE:

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

17. PACKING & MARKING:

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

18. DESPATCH DOCUMENTS:

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

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

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

21. REPEAT ORDER: Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

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

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a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or

b) If the Seller fails to perform any other obligation(s) under the Contract and

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

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL (India) Ltd.. against any type of tender or tender not their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor. The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. FORCE MAJEURE : Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

24. RESOLUTION OF DISPUTES / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed

by the General Manager/Officer-in-Charge (OIC) of BCPL . Whose award shall be final & binding on both the parties.

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

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

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ANNEXURE- VIII

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

Ref. _____

Bank Guarantee No _____

Date. _____

BRAHMAPUTRA CRACKER AND POLYMER LTD.

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No _____

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

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

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

having our Head Office -----

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----201----- at -----

WITNESS:

(SIGNATURE):

(SIGNATURE)

(NAME):

(NAME)

(OFFICIAL ADDRESS):

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No

Date: _____

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(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 Sir(s),

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 Rs. _____ 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 upto _____ 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

PART-A

the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities. Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO _____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

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

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

This guarantee is valid until the _____ day of _____ 201

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 _____ 201

WITNESS:

(SIGNATURE)
NAME

(NAME)
(OFFICIAL SEAL)

Date:

(SIGNATURE)
NAME
BANK RUBBER STAMP

Designation with bank stamp
Plus Attorney as per Power

Of Attorney/Resolution Board of
Directors

PART - B

SCHEDULE OF RATES

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT RATE (₹.)	P & F CHARGES	EXCISE DUTY	VAT / CST	FREIGHT	SERVICE TAX	AMOUNT (₹.)	LANDED AMOUNT (₹.)
01.	IP communication server with 19"1u chassis Rack mountable along with CPU with at least 32 Bit Processor, Ip Resource card, IPLA & Bs 10 with inbuilt 16 port Voice Response / Auto Attendant Expendable up to 1800 Ports .	Lot	1								
02.	19",2u chassis Power Supply, 6 slots, with BS11	No	2								
03.	Analog Extn. Card with inbuilt CLI (16 port)-	No	6								
04.	License for Ip Extn.	No	10								
05.	IP Terminal with 2 line Display and 6 programmable key with dual LED support, POE support	No	10								
06.	2port GSM Terminal	No	1								
07.	CLI Telephone With Large Display	No	120								
08.	300 pair IDF Frame with krone Module along with IPM	No	1								

09.	Supply and installation of Chemical earthing for ip communication server	LS	1								
10.	Uninterrupted power supply system 2kva along with battery and rack for 2hrs.backup.	No	1								
11.	19' 42 U server Rack with All accessories ,Cat-6 Cables	Lot	1								
12.	Installation, commissioning and user training	LS	1								
13.	FXS Port: 32 Ports	No	1								
14.	FXS Installation and Commissioning Charges	No	1								
	TOTAL AMOUNT (₹.)										

TOTAL AMOUNT IN WORDS:

N:B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. CST shall be quoted against form-C.
3. Bidders should quote their rates as per the above mentioned columns, in case if left blank shall be presumed as inclusive
4. Price FOT site basis.

SIGNATURE OF THE BIDDER