



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BID DOCUMENT No.: BCPL/DIB/C&P/2014/C/021/S/184/MKB

Date: 15.10.2014

To,

PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE FOR BCPL

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)
Tel#+91-373-2914609

For Brahma Putra Cracker and Polymer Limited,
(A Government of India Enterprise)

Manish Kumar Binjola
Sr. Officer (Contracts & Procurement)
Phone# 0373-2914609 (off)
[*mkbijola@bcplindia.co.in*](mailto:mkbijola@bcplindia.co.in)
[*Website: bcplonline.co.in*](http://bcplonline.co.in)

PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE FOR BCPL

INDEX

1	Request for quotation(RFQ)		3-9
2	Annexure – Z		10
3	Cut Out slips		11-13
4	Annexure - I	Special Conditions of Contract (SCC), Scope of Work and Technical Details	14-33
5	Annexure – II	Acknowledgement Cum Consent Letter	34
6	Annexure – III	List of Enclosures	35
7	Annexure – IV	Letter of Authority	36
8	Annexure – V	Consent Letter	37
9	Annexure – VI	Brief Summary Of Agreed Terms & Conditions	38-41
10	Annexure – VII	Profoma for EMD as BG	42
11	Annexure – VIII	Profoma for Performance Bank Guarantee	43-44
12	Annexure – IX	Instruction to Bidders (ITB)	45-59
13	Preamble to Schedule of Rates (SOR)		60
14	Annexure – X	Schedule of Rates(Un-Priced Bid)	61-63
15	Annexure – XI	Schedule of Rates(Priced Bid)	64-66
16	Annexure – XII	General Condition of Contract - Goods	Attached

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd, Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system towards **SUPPLY OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE FOR BCPL**, 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 Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs. 2, 34,000/- However, PSUs & SSI are exempted from payment of tender fee & EMD
1.2.3	Bid Document No.:	BCPL/DIB/C&P/2014/C/021/S/184/MKB
1.2.4	Time Of Supply	- Bidder shall make operational all the systems in 12 (twelve) weeks from date of Purchase Order. - Zero Date for the Warranty will start only after successful completion of work at all locations and signing of Acceptance Protocol by bidder's representative and EIC. - Toner Cartridge to be supplied at BCPL site(s) within 1 month from requisition from BCPL. Requisition shall generally be placed once in every 6 months during warranty period. However, BCPL can place requisition in the intermediate period also.
1.2.5	Pre-Bid Meeting	29.10.2014 at 15.00 hrs
1.2.6	Last date and time for Submission of bid	07.11.2014 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	07.11.2014 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
1.2.8	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
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. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914609

EMD*: Rs. 2, 34,000/- (THROUGH DD / BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH). *SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER. FORMAT OF BANK GURANTEES TOWARDS EMD IS ENCLOSED WITH TENDER.

UNDERTAKING: AN UNDERTAKING (BY THE BIDDERS WHO QUOTE BY DOWNLOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD 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”.

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

The two envelopes containing Part-I and Part-II 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.

BIDDERS ELIGIBILITY / EVALUATION CRITERIA:

Technical Criteria

1. The bidder should be either OEM of the quoted item of each group (except C & D) or an authorized business partner of the OEM. In case the bidder is an authorised business partner, then the bidder is required to submit authorization letter(s) from the respective OEMs referring this tender number. Above criteria is not applicable for items of Group C and D.
2. Against each quoted group, the bidder should have successfully supplied, installed and commissioned the items (as per column-1) for the minimum quantity (as per column 2) as mentioned in Table below in a single Purchase Order/ contract during last 07 (Seven) years period to be reckoned from bid due date.

Group No.	Group Description	(Item Description)	(Minimum Quantity)
A	Desktop PC	Desktop PCs / Notebooks / Laptops	59
B	Laptop / Notebook PC	Desktop PCs / Notebooks / Laptops	1
C	Microsoft Office	Microsoft Office / Microsoft Visio	40
D	Microsoft Visio	Microsoft Office / Microsoft Visio	1
E	UPS	UPS	40
F	Flatbed Scanner	Scanner	8
G	ADF Scanner	Scanner	2
H	Printer	Printer	16

Note:

- i. Bidder may quote for any one group of items or for all items groups or for any combination of the item groups of their choice. Accordingly, the bidder should meet the BEC for each of the quoted group(s) of items separately.
- ii. In case a bidder quotes for more than one group, then the bidder should meet the individual group-wise minimum item quantity criteria as per table above.
- iii. Bidders must quote for all items in any group of items.
- iv. To meet the above qualifying criteria, the bidder is required to submit duly attested copies of Purchase Orders / Rate Contracts along with corresponding Completion / Execution Certificate from the Customer / client.
- v. The cut-off date for meeting the Technical Criteria of BEC of the tender shall be the due date for submission of bids.

*All documents in support of **Technical Criteria (i.e, Purchase order & completion / execution certificate)** of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified / attested by **Chartered Engineer** and **notary public** with legible stamp.*

Financial Criteria (Applicable only for Group A) :

- 1) The bidder must have a minimum annual turnover of Rs. 30 Lacs in any of the 03 (three) Proceeding audited financial years.
- 2) Bidder shall have minimum working capital of Rs 6 Lacs as per the last audited financial year. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than 100 Crore or US \$ 22million, conforming the availability of line of credit to meet the above specified working capital requirement.
- 3) The Financial Net Worth of the Bidder should be positive as per the last Audited Financial Statement.

Bidders should submit attested copy(s) of audited Balance Sheet, Profit & Loss Account towards meeting the above financial criteria along with their un-priced bid.

- *Bidder shall submit details of Financial Capability of bidder in the prescribed format (Annexure – Z) duly signed & stamped by **Chartered accountant**.*
- *Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by **notary public** with legible stamp.*

PRICE BASIS:

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

DELIVERY/COMPLETION SCHEDULE:

Materials are to be dispatched within 15 days after issuance of Purchase Order. Date of LR shall be treated as the date of dispatch and PRS will be applicable accordingly.

Materials are required to be delivered within thirty (30) days after issuance of Purchase Order.

VALIDITY PERIOD OF OFFER:

The period of validity of the quotations should not be less than 90 days from the opening date. Quotations with less validity are likely to be ignored.

CONSIGNEE ADDRESS:

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

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

TERMS OF PAYMENT:

The payment shall be released as below:

For all items except C.1 (MS Office), D.1 (MS Visio) and H.3 (Toner Cartridge)

- 70% on completion of delivery of ordered items at BCPL and authorization by Engineer-In-Charge (EIC) and submission of CPBG.
- 30% on Installation, Testing, acceptance of all the supplied equipment, successful restoration of all data from old system to new system (wherever applicable) and signing of the Acceptance Protocol, showing the Warranty starting date for the supplied systems.

For Item – C.1 (MS Office), D.1 (MS Visio)

- 100% on completion of delivery of ordered items at BCPL and authorization by Engineer-In-Charge (EIC) and submission of CPBG. As warranty is not applicable for these items, the validity of CPBG shall be up to 3 months beyond delivery period.

For Item – H.3: Toner Cartridge

- 100% payment of supplied Toner Cartridge on completion of delivery of Toner Cartridge (as per the requisition of BCPL) at sites in every 6 months during warranty period, certification by the Store Coordinator and authorization by Engineer-In-Charge (EIC) and submission of CPBG.

The total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the warranty period, all taxes & duties, insurance, any other incidental charges etc.

PRICE REDUCTION SCHEDULE (PRS):

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

GUARANTEE / WARRANTEE:

As per Annexure - I.

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 quoted rates.

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

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 Group-wise basis.

SECURITY DEPOSIT:

Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee.

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.

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.

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.

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:

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. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards 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.

SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all
- goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914609 / email – mkbinjola@bcplindia.co.in. Corrigendum/ addendum incorporating the clarifications, if any, will be issued to the prospective bidder / who have submitted Annexure – II over mail and subsequently will be uploaded in website.

THANKS & REGARDS,
FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(Manish Kumar Binjola)
Sr. OFFICER(C&P)
0373-2914609
mkbinjola@bcplindia.co.in

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT(CURRENCY)
Year1:	
Year2:	
Year3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Chartered Accountant
Date

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

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document. (i) Annual Turnover shall be “sale value/Operating Income “(ii)Working Capital shall be “Current Assets less Current liabilities “ and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”

Bid Document no.: BCPL/DIB/C&P/2014/C/021/S/184/MKB

**PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE
FOR BCPL**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 07.11.2014

Date and time for opening of bids: 15.00 hrs (IST) on 07.11.2014

From:

To:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
--	--

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2014/C/021/S/184/MKB

**PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE
FOR BCPL**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 07.11.2014

Date and time for opening of bids: 15.00 hrs (IST) on 07.11.2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING ,, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
--	--

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2014/C/021/S/184/MKB

**PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE
FOR BCPL**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 07.11.2014

Date and time for opening of bids: 15.00 hrs (IST) on 07.11.2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING ,, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
--	--

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

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PC AND PERIPHERALS

**SPECIAL CONDITIONS OF CONTRACT(SCC), SCOPE OF
WORK(SOW) & TECHNICAL DETAILS**

TABLE OF CONTENT

S. No.	TITLE
1	SCOPE OF WORK
2	PLACEMENT OF ORDER
3	SITE READINESS
4	SUPPLY CONDITION
5	DELIVERY
6	INSTALLATION
7	ACCEPTANCE TESTS
8	GUARANTEES, WARRANTIES AND MAINTENANCE
9	PAYMENT TERMS
10	SECURITY
11	ACCEPTANCE PROTOCOL
12	INSTRUCTIONS TO SUPPLIERS AND MAKES AND MODELS
13	PRS
Annexure – I-A	TECHNICAL SPECIFICATIONS
Annexure – I-B	DETAILS OF IT IN-CHARGES

1. SCOPE OF WORK

In this current procurement, BCPL intends to procure PCs and associated peripherals for various BCPL locations. In this regard different details are given as:

Annexure – I-A	TECHNICAL SPECIFICATIONS
Annexure – I-B	DETAILS OF IT IN-CHARGES

The scope shall cover Supply, Installation, Testing and Commissioning of PCs & Peripherals at BCPL-Lepetkata as identified in this document.

The Bidder's responsibility shall specifically include but not limited to the following:

- 1.0 Supply, Installation and Commissioning of Windows-based PCs & Peripherals with associated Hardware & Software as detailed in the TECHNICAL SPECIFICATIONS.
- 2.0 Installation of operating system and configuration of Office automation applications.
- 3.0 The successful Bidder shall configure the offered PCs for connecting them into LAN when it is in place at each site. They should also configure the DMI S/W features for controlling and managing PCs from Management node. The required I/Os shall be provided by BCPL.
- 4.0 TYCO/AMP/Avaya make 7 Ft. Category-6 (RJ45) cables shall be supplied with each Desktop PC, Laptop and Printer.
- 5.0 HDMI cable (Min. 2 mtr length) shall be supplied with each Laptop.
- 6.0 With regard to the colour of various items, Bidder shall provide the details of different colours available for the items. The colour will be finalized by BCPL at the time of placement of order with successful Bidder.
- 7.0 The supply of all the hardware & software components shall be with the required licenses which shall be perpetual in nature and the licenses shall be taken in the name of Brahmaputra Cracker and Polymer Limited and will be the property of BCPL.
- 8.0 All tools, tackles, testing instruments, consumables, vehicles etc., as required during all operations such as transport, installation, testing, commissioning etc., shall be provided by the Bidder at no extra cost to BCPL for completing the scope of work as per this specification. The Bidder shall undertake all testing and commissioning activities and shall provide all assistance during inspection and Performance & Guarantee testing by the BCPL.
- 9.0 The Bidder shall provide all the required equipment & services, to fulfill the intent of the specifications & to ensure the completeness, operability & maintainability of the system at no extra cost to the BCPL.
- 10.0 Before supplying the items to the respective sites, bidder shall give the demonstration of the offered product to the IT coordinator if desired by BCPL.

11.0 Broadly the Installation job for all the products involves the following:

- a. Installation of OS with the latest updates & security patches (all Service Packs and Updates related to the installed OS released by the OEM till date) on all the PCs supplied under this order.
- b. Installation of application software packages provided by BCPL (like Adobe Acrobat Reader, Antivirus, MS Office etc.).
- c. Partitioning - Details of drive sizes shall be provided by BCPL after the placement of FOI after the Project Schedule is submitted to IT coordinator.

2. PLACEMENT OF ORDER

Bid-evaluation shall be done on Group-wise lowest quote basis for the technically accepted bidders.

After placing the FOI, the vendor shall submit the detailed Project Schedule to the IT coordinator stating the dates and activities planned including the details of the engineers who will be deployed for the installation and configuration of the PCs and associated peripherals.

3. SITE READINESS

Site Preparation

The site for installation of the equipment/materials shall be provided by BCPL along with the power supply up to the point of UPS. All the items shall have to be connected to Indian style 5 AMP power socket.

Inspection/Acceptance Testing

QAPLUS tests shall be run for CPU, RAM, Hard Disk etc. and results should conform to the Diagnostic Report, submitted by the Bidder.

Acceptance Test at BCPL Offices

On completion of installation of the equipment but before commissioning by the SUPPLIER, each item of the equipment shall be physically inspected on-site jointly by BCPL and Bidder for the correctness and the completeness of the installation and acceptability for start-up.

The acceptance test, which involves the operation of the complete system, will be conducted by the Bidder in the presence of BCPL representative. The system will be accepted subject to the compliance of the tests to the satisfaction of BCPL.

In case of failures, the acceptance tests will be restarted provided the maximum number of restarts shall not exceed two in number. System failing in final acceptance test is likely to be rejected and would require replacement immediately.

In case the vendor found to be supply the items not as per the quoted specifications, IT coordinator

has a right to reject the material at sites and vendor shall be responsible for replacement of the same without any cost and time implications. The final payment for the same shall be released after resolution of all identified problems.

Acceptance of Software

The Bidder shall be responsible for handing over all the licenses and filling the registration form of the supplied software with their principals.

4. SUPPLY CONDITION

All equipment and sub equipment (sub system) supplied and installed at the stipulated locations shall be NEW and of respective OEM make and conforming to the contract technical specifications. End-of-Life (EOL), End-of-Support (EOS) and near EOL or near EOS products shall not be quoted by the bidder. The certificate to this effect shall be furnished from OEM.

The Bidder shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to BCPL's property due to Bidder's negligence shall be passed on the Bidder's account.

5. DELIVERY

- Bidder shall make operational all the systems in 12 (twelve) weeks from date of Fax of Intent.
- Zero Date for the Warranty will start only after successful completion of work at all locations and signing of Acceptance Protocol by bidder's representative and EIC.
- Toner Cartridge to be supplied at BCPL site(s) within 1 month from requisition from BCPL. Requisition shall generally be placed once in every 6 months during warranty period. However, BCPL can place requisition in the intermediate period also.

6. INSTALLATION

All the pre-requisites regarding site readiness has to be clearly intimated to BCPL in advance and if felt needed, Bidder can visit the SITE(S) in advance and check for the readiness for power, housing, installation/operation etc. of the SYSTEM(S) at SITE(S). Bidder shall make recommendations on any of the parameters in case the same is not found in acceptable range, before the supply of the items.

Installation Responsibilities

On completion of placement, Supplier shall get the Material checked and signed by BCPL's site IT coordinator, carry out the installation, and show the systems in working order to BCPL's site IT coordinator at SITE(S). The Supplier shall configure the systems as per the detailed discussions held at SITE with BCPL Team.

Prime responsibility of the Supplier will remain for items and associated software placed by the Bidder, Operating Systems and any required OS Patch and utility during the first time installation.

On successful completion of the installation and proper tuning (virtual memory etc.) of the systems (if required), these shall be handed over to BCPL. Supplier shall submit the installation report

along with systems configuration report, results of diagnostic tests run etc. to BCPL.

Installation report has to be submitted by the vendor mentioning all the serial nos. (Display, CPU, Keyboard, Mouse, UPS etc. against the user) of the equipment and the cabin no. At the end of the project, before signing of the acceptance Protocol, the site wise consolidated report mentioning the serial numbers and the employee name needs to be submitted to EIC in the form of hardcopy and softcopy.

7. ACCEPTANCE TESTS (AT)

On Site Acceptance Test (OSAT)

OSAT shall comprise of completion of following activities Site:

1. Checking of the Configuration as per the technical specifications.
2. Running & printing the diagnostic tests for systems to check for the specifications.
3. Functional / Physical check of the Accessories supplied.
4. Complete functionality of the system shall be tested as per Scope of Work & Technical Specifications.

All the necessary latest security patches are to be pre-loaded on the PCs & other applications packages (like MS Office) before installation at sites as mentioned in the Scope of Work.

8. GUARANTEES, WARRANTIES & MAINTENANCE

Downtime/ Penalty calculation for the Equipment

Vendor/Bidder should respond within 24 hours after receipt of call from BCPL regarding any faulty equipment and it should be repaired/replaced within 48 hours.

Down time of the equipment shall be calculated as follows:-

Recovery Period = 48 hours.

Downtime of the equipment (in days) (D) = (Date & time when equipment repaired / Replaced – Date & Time when call booked) – (Recovery Period), shall be rounded off to next higher value.

In case any equipment is not repaired / replaced within above recovery period, Penalty shall be calculated as per following:-

Unit price exclusive of tax of the Equipment	= R Rupees
PenaltyPer day (P)	= R/500
Total penalty for D no of days	= D*P Rupees

Total penalty amount during warranty period adjusted from CPBG and this penalty amount shall not exceed the CPBG amount.

These items supplied in this order may be transferred to other BCPL locations in future as per the requirement. The Onsite Comprehensive Warranty shall be extended at the new locations also.

All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards in addition the Contractor warrants that

Performance of work will not violate any law, rule or regulation and Contactor will acquire all required permits and licenses

During the warranty period the bidder shall arrange for transport / packing / courier for any equipment in case of any equipment is required to be taken to bidder's / OEM's office/factory. The bidder shall also ensure for operational replacement of the equipment in case of repair time being more than 2 days.

COMPREHENSIVE WARRANTY

*All the items supplied to BCPL shall be covered under **Comprehensive Onsite Warranty for a period of three years from the date of acceptance and the warranty have to be back lined with the respective OEMs. Bidder has to provide the documentary evidence (at the time of signing of acceptance protocol) to substantiate that the supplied H/w items (indicating their serial numbers) are covered under OEM warranty for the desired period.***

The warranty shall be extended anywhere in India.

Comprehensive Warranty shall cover repairs and replacements necessary to keep the equipments in good working order on reasonable use of the equipments during the warranty period. Periodic maintenance check should be carried out to keep the equipments in good working conditions. Warranty will include all plastic parts, rubber parts and any other consumable except printer cartridge and Battery of UPS.

Printer cartridge shall be procured separately as per actual consumption.

Warranty for battery of UPS shall be only for 1 year from date of acceptance. However, warranty for UPS shall be for three years.

The comprehensive warranty shall also include adapters, cables, connectors etc. supplied under this order for the warranty period. If the same needs to be changed/replaced during the warranty period, the same needs to be done without any cost implication.

The comprehensive warranty shall also include the battery of Laptop for the warranty period. If the same needs to be changed/replaced during the warranty period, the same needs to be done without any cost implication.

9. PAYMENT TERMS

The payment shall be released as below:

For all items except C.1 (MS Office), D.1 (MS Visio) and H.2 (Toner Cartridge)

- 70% on completion of delivery of ordered items at BCPL and authorization by Engineer-In-Charge (EIC) and submission of CPBG.

- 30% on Installation, Testing, acceptance of all the supplied equipment, successful restoration of all data from old system to new system (wherever applicable) and signing of the Acceptance Protocol, showing the Warranty starting date for the supplied systems.

For Item – C.1 (MS Office), D.1 (MS Visio)

- 100% on completion of delivery of ordered items at BCPL and authorization by Engineer-In-Charge (EIC) and submission of CPBG. As warranty is not applicable for these items, the validity of CPBG shall be up to 3 months beyond delivery period.

For Item – H.2: Toner Cartridge

- 100% payment of supplied Toner Cartridge on completion of delivery of Toner Cartridge (as per the requisition of BCPL) at sites in every 6 months during warranty period, certification by the Store Coordinator and authorization by Engineer-In-Charge (EIC) and submission of CPBG.

The total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the warranty period, all taxes & duties, insurance, any other incidental charges etc.

Brahmaputra Cracker and Polymer Limited has initiated payments to suppliers and contractors electronically and to facilitate the payments electronically through RTGS & NEFT, the bidders should have an account with any Bank so that the payment through e-banking be made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any banks to facilitate payment through e-banking in case of award of work on him.

10. SECURITY

At all times the contractor shall comply with BCPL's security regulations in effect that BCPL requires at its premises or in the protection of its data/physical assets.

11. ACCEPTANCE PROTOCOL FOR SYSTEM(S) (H/W & S/W)

P.O. No. _____ P.O. Date ____/____/____ P.O. Value Rs. _____

Bidder _____

Purchase Order Description _____

Coordinator (From BCPL) _____ Date of total system acceptance ____/____/____

Total No. of Systems Supplied: _____ Accepted: _____ Out of: _____ Balance: _____

S. No.	CONFIGURATION	ACCEPTED	QUANTITY

The System(s) is / are complete in all respects and accepted by BCPL and the Zero Date of the contract starts w.e.f. ____/____/____ and shall be up to ____/____/____ as per the terms of the P.O.

BCPL

Signature

Name

Emp. No.

Tel No......

Date.....

Bidder

Signature

Name

Date

Company Seal

12. INSTRUCTIONS TO THE SUPPLIERS AND MAKES AND MODELS

- Vendor shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The Vendor should provide necessary documentary evidence supporting the technical specifications of the offered solution. All the expenditure for boarding, lodging, travelling, transport of material to BCPL Sites shall be borne by the Vendor.
- Vendor shall submit OEM Specification/Literature for the quoted Hardware/Software.
- All necessary tools and accessories required to complete the scope of work as per tender document is in the scope of the Vendor. The requirement with respect to input power source for the proposed UPS shall be provided by BCPL.
- Vendor is required to submit their response separately in both the PRICED and the UNPRICED Bids. In the UNPRICED bid, the 'Price' column is to be left BLANK but with an indication whether the item has been quoted (Yes (Y)) OR not quoted (No (N)) in the Priced Bid.
- Vendor has to indicate the Make/Model of the offered items under 'Details/Deviations, if any' column which have been offered out of the "Makes & Models" as indicated by BCPL. The Vendor also has to indicate the technical details and/or deviations if any, as compared with the specifications given under the 'Item Details' column.
- Vendors must quote their technical and price bids strictly as per the Schedule of Rates (SOR) only. Any modification to this SOR shall be liable for the cancellation of the bid.
- Service Packs and Updates applicable to the OS and the MS Office shall be pre-installed at the time of deploying the PCs and the corresponding patches are to be provided to BCPL in the media also.
- Above location-wise BOM & old asset detail is tentative and can vary, final location-wise BOM shall be provided at the time of placement of order. MS Office software and license is to be delivered at BCPL Lepetkata.

Makes & Models

The offered PCs (Desktop) should of reputed PC manufacturers with following criteria:

The desktop OEM should have authorization from Microsoft & Processor OEM for using Windows & Processor in their product and further selling it to customers. Authorization letter from Microsoft & Processor OEM shall be submitted with the offer failing which the bid shall be liable for rejection.

Vendor may offer additionally higher quality range of models of system(s). They should furnish technical details of the offered system(s) and highlight why these products are considered superior to the range of products as mentioned under '**Item Details**' column.

13. PRS : GCC Clause no.____ is modified and to be read in conjunction as follows :

- If the portion of supplies completed & commissioned in all respect and which can be used in operation shall not be considered for applying PRS if delivered & commissioned within contractual delivery/completion period.
- The remaining supplies which are completed & commissioned beyond the contractual delivery/completion date shall attract PRS (Price Reduction Schedule) @ 0.5% per week or part thereof of the order value of delayed items maximum upto 5% of the order value of delayed items excluding taxes & duties.

TECHNICAL SPECIFICATIONS				
SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
A.1	Desktop PC Make and Model Please specify clearly the offered make & model and attach the technical literature. Form Factor Small Form Factor with maximum volume of 13 Litres. Please specify dimensions in MM (H x W x D) Operating System Microsoft Windows 8 Professional (64-bit) or latest Processor The Desktop should have latest generation single quad core 64-bit x86 processor. The processor should be fully binary compatible to 32-bit applications. The desktop should have ProcessorSPEC CPU2006 benchmarked with SPEC Rating(SPECint2006_Rate) of 150 or higher with 8GB RAM. (Bidder shall submit relevant documentary proof i.e. SPECint2006_Rate results document for the same) Chipset Latest generation compatible chipset Motherboard CPU/Processor/Desktop OEM motherboard with OEM's name printed on it (no sticker) Memory Min. 8GB DDR3 SDRAM. Hard Drive Min. 1 TB SATA, 7200 RPM Optical Drive DVD +/- RW with dual layer write capabilities	118		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	Audio Integrated stereo sound with internal speaker Monitor (Same Make as of offered PC) Min. 18.5" Flat panel Widescreen LCD/LED monitor Keyboard(Same Make as of offered PC) 104 Keys or higher USB Keyboard Mouse (Same Make as of offered PC) Optical USB Scroll Mouse with Mouse Pad Ports Min. 2 USB 2.0 in front, 4 USB 2.0 in rear, 1 Serial, 1 Speaker, 1 Mic., 1 Headphone, 1 RJ-45, 1 VGA Power cable – Required power cable for connecting PC and monitor to the existing UPS (5 Amps. Indian Style connector/top). LAN Integrated Gigabit Ethernet LAN 10/100/1000 IP Compliance IPv4 & IPv6 compliant from day one. Security Trusted Platform Module (TPM) 1.2 /TCPA compliant. Proof of compliance to be submitted. Manageability feature Tool less serviceability (Tool less hood, hard drive and optical drive removal)			
B.1	Laptop / Notebook PC Make and Model Please specify clearly the offered make & model and attach the technical literature. Operating System Microsoft Windows 8 Professional (64-bit) or latest(with Recovery Media/partition& Documentation) Processor	2		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	The Laptop should have latest generation single 64-bit x86 processor. The processor should be fully binarycompatible to 32-bit applications. The Laptop should have Processor PassMark benchmarked of 3500 or higher. (Bidder shallsubmit relevant documentary proof i.e. PassMark benchmarked resultsdocument for the same) Chipset Latest generation compatible chipset Memory Min. 4GB DDR3 SDRAM or more. Hard Drive Min. 500GB HDD @7200rpm SATA or higher Optical Drive DVD +/- RW with dual layer write capabilities Display 14-14.5" WXGA TFT Widescreen or higher Multimedia Complete Multimedia with Built-in Mic., Speakers, Camera Mouse Touch Pad / Pin Type / Track Point - Pls. specify. Ports Min. 3 number of USB 2.0 , HDMI, Ext. Monitor (VGA),Bluetooth, Network connector (RJ45), Microphone in,Headphone jack Ethernet Integrated Gigabit Ethernet with RJ-45 interface (10/100/1000 Mbps). Integrated Wireless LAN Integrated Wireless LAN 802.11 a/g/n or b/g/n Weight Less than 2.5 KG inclusive of battery, Pls. specify Carry case			

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	OEM Executive Carry Case Power Adapter 240V AC adapter with Cable (Indian style) Battery Lithium-Ion battery with minimum 45 WHr			
C.1	Microsoft Office 2013 Standard Edition MOLP or Latest Microsoft Office 2013 Standard edition License MOLP Version or latest Please specify Microsoft Product number.	80		
D.1	Microsoft Visio 2013 Professional Edition MOLP or Latest Microsoft Visio 2013 Professional License MOLP Version or latest Please specify Microsoft Product number.	2		
E.1	UPS (600 VA) Pls. specify the offered make & model and attach technical literature. Type: Online / Line Interactive. Please specify. Rating: Min. 600 VA Input Supply: 180V to 275V AC Nominal Output: 230V AC +/- 10%, 50 +/- 3 Hz Battery: Back up time – Min. 20 minutes on half load Type – SMF Recharge time – <= 8 hours to 90% capacity Makes – Reputed make like Hitachi / Global Yuasa / Panasonic / Exide, Pls. specify Transfer time: < 10ms without losing data Built-in AVR: Required	80		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	Protection: Overload, Short circuit, Spike & Surge Indications: Mains ON, Battery ON, Overload Audio Alarms: Low battery, Battery ON, Overload O/P Sockets: Min. 3 nos. with surge protection, Each 6A, 3 pins (Min. 2 nos. sockets shall be wired for UPS O/P) Power Cables: For all the O/P sockets each min. 4ft. long IN CASE the UPS has BN 55 etc. type O/P Power receptacles for feeding AC power to CPU box, Monitor etc. Switching method: In case, UPS is running on battery and battery is fully drained out, the UPS should restart automatically (without any manual intervention) on restoration of input Grid power.			
F.1	Low-end Scanner (Flatbed) Make & model Please specify. (Please provide the Specification Literature of the Offered Product) Optical scanning resolution Min. 600 dpi Scan speed (300dpi, Color, A4) <20 Secs Minimum scanning size 21.0 x 29.7 cm Scan file format JPEG, PDF Scanner Driver Microsoft Windows XP, Vista, 7, 8 Standard connectivity USB (Single USB cable for both power and operations – No separate Power cable/adaptor should be required).	17		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	Accessories to be provided USB Cable to be provided			
G.1	High-end Scanner (ADF) Make & model Please specify. (Please provide the Specification Literature of the Offered Product) Optical scanning resolution Min. 600 dpi Scan speed (A4) 45 ppm / 90 ipm Minimum scanning size 21.0 x 29.7 cm ADF Capacity Min. 50 Sheets Duty Cycle Min. 3000 Pages/Day Duplex Mode Automatic Scan file format JPEG, PDF Scanner Driver Microsoft Windows XP, Vista, 7, 8 Standard connectivity USB Accessories to be provided USB Cable, Power adapter with power cord (5 Amp, Indian Style connector/top)	4		
H.1	Network Laser Printer – B&W Make & model Please specify. (Please provide the Specification Literature of the	32		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	Offered Product) Print speed (black, normal quality, A4) Min. 33 ppm First Page Out (black, A4) from Ready Mode ≤ 8.5 sec Print quality (black, best quality) Min. 600 x 600 dpi Media types supported Paper, envelopes, labels, transparencies Input capacity (sheets) Min. 250 Standard tray Min. 50 Multi-purpose tray Output capacity (sheets) Min. 150 Duplex print options Automatic/Built-in (standard) Media sizes A4, Letter Duty Cycle (Monthly) Min. 50,000 pages Memory Min. 128MB Connectivity Hi-Speed USB 2.0, 10/100 Mbps Ethernet (CAT-6 & USB Cables Included) Compatible operating systems Microsoft Windows XP/Vista/7/8			
H.2	Toner Cartridge of offered printer Please specify part number (Please provide the Specification Literature of the Offered Product)	To be quoted		

TECHNICAL SPECIFICATIONS

SN	Item Description	Qty	Meets Specifications (Y/N)	Remarks / Deviations (if any)
	Quantity to be quoted as per the methodology mentioned in the SOR. Note: Total quantity of Toner Cartridge to be supplied to BCPL during warranty period may increase / decrease from the quoted quantity and payment shall be made as per actual accepted quantity.			

ANNEXURE – I-B
DETAILS OF IT IN-CHARGES

SN	Site/Location	Address	IT Representative
1	BCPL Lepetkata	Brahmaputra Cracker and Polymer Limited, Lepetkata – 786006, Dibrugarh, Assam	Shri Rajib Taid Senior Manager (IT)

BILL OF MATERIALS

Sl. No.	Description of Material	Unit of Measure	Qty.
A.1	Desktop PC	Nos.	118
B.1	Laptop / Notebook PC - under Buyback	Nos.	2
C.1	Microsoft Office 2013 Standard Edition MOLP or Latest	Nos.	80
D.1	Microsoft Visio 2013 Professional Edition MOLP or Latest	Nos.	2
E.1	UPS (600 VA)	Nos.	80
F.1	Low-end Scanner (Flatbed)	Nos.	17
G.1	High-end Scanner (ADF)	Nos.	4
H.1	Network Laser Printer – B&W	Nos.	32
H.2	Toner Cartridge of offered printer	Nos.	*To be quoted

(*) In the un-priced bid, Quantity of Toner Cartridge to be quoted by the bidder as per following calculation:

Quantity of Toner Cartridge = $60,000 \times (\text{Total Number of Printers}) / (\text{Certified yield of the cartridge for best quality print})$ → Rounded to next whole number.

Also provide certificate indicating the yield of cartridge.

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373–2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Telefax Number : _____
 (iv) Contact Person : _____
 (v) E-mail Address : _____

- B) Details of Contact person:

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Fax Number : _____
 (iv) Contact Parson : _____
 (v) E-mail Address : _____

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

Reasons for non-submission of bid:

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

LIST OF ENCLOSURES

Brahmaputra Cracker and Polymer Limited,
Administrative Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We are enclosing the following documents as part of the bid:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

(SEAL AND SIGNATURE OF BIDDER)

LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 “Administrative Building”,
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Place:
 Bidder)
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of

Name:
 Designation:
 Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

CONSENT LETTER

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

To,

Sr. Officer (C&P)
Brahmaputra Cracker & Polymer Ltd.
Administrative Building
Ground Floor, P.O. Lepetkata,
Dibrugarh - 786 006, 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)

FORMAT FOR COMMERCIAL TERMS & CONDITIONS

(Please submit this annexure duly filled, signed & stamped on each page along with your offer)

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION
1.	QUOTED PRICES	FIRM	[Accepted/Not accepted)
2.	DETAIL OF EMD	Rs. 2, 34,000/-	DD No..... dated..... For ₹..... Drawn on..... payable at, SBI Dibrugarh Bank Guarantee No.....dated..... For ₹..... Issued by..... Valid till.....
3.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	AS PER PAGE NO.-4	
4.	The bidder should be either OEM of the quoted item of each group (except C & D) or an authorized business partner of the OEM. In case the bidder is an authorised business partner, then the bidder is required to submit authorization letter(s) from the respective OEMs referring this tender number. Above criteria is not applicable for items of Group C and D. Against each quoted group, the bidder should have successfully supplied, installed and commissioned the items (as per column-1) for the minimum quantity (as per column 2) as mentioned in Table below in a single Purchase Order/ contract during last 07 (Seven) years period to be reckoned from bid due date.		
5.	<i>All documents in support of Technical Criteria (i.e, Purchase order & completion / execution certificate) of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified / attested by Chartered Engineer and notary public with legible stamp.</i>		Chartered Engineer
			notary public
	<i>If Quoted for Group – A i.e. Desktop PC, bidder has submitted details of Financial Capability of bidder in the prescribed format (Annexure – Z) duly signed & stamped by Chartered accountant.</i>		
6.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
7.	CONFIRMATION OF QUOTING FIRM PRICES	90 DAYS	

	TILL VALIDITY PERIOD OF OFFERS.		
8.	BIDDER MUST HAVE VALID SALES TAX REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION & ATTESTED COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
9.	CONFIRM ACCEPTANCE TO REPEAT ORDER CLAUSE	Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.	
10.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
11.	POINT OF DISPATCH		
12.	TERMS OF DELIVERY	- Bidder shall make operational all the systems in 12 (twelve) weeks from date of Purchase Order. - Zero Date for the Warranty will start only after successful completion of work at all locations and signing of Acceptance Protocol by bidder's representative and EIC. - Toner Cartridge to be supplied at BCPL site(s) within 1 month from requisition from BCPL. Requisition shall generally be placed once in every 6 months during warranty period. However, BCPL can place requisition in the intermediate period also.	
13.	TRANSIT INSURANCE	BIDDER SCOPE	
14.	PRICE REDUCTION SCHEDULE AS PER SCC (ANNEXURE – I) CLAUSE NO. 13		
15.	PAYMENT TERMS	AS PER SCC (ANNEXURE – I) CLAUSE NO. 09	
16.	PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT	Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee.	
17.	ARBITRATION/ JURISDICTION OF COURT	GUWAHATI	
18.	FORCE MAJEURE	AS MENTIONED IN GCC	
19.	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@.....% / NIL
20.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO

21.	VAT (for bidders of ASSAM) (in%) (if applicable)	@.....% / NIL
	CST (for bidders out of ASSAM) (With from C) (If applicable)	@.....% / NIL
22.	CST (for bidders out of ASSAM) (Without form C) (If applicable)	@.....% / NIL
23.	ECC NO./EXCISE REGN. NO.	AADCB2356EEM001 (Bidder's)
	CST NO./ST-TIN NO.	18049926313 (Bidder's)
24.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012.	Yes (Chartered Accountant certified document Attached) / No
25.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE	YES / NO
26.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.	
27.	The Payment against cenvatable portion shall be made at actual against the maximum given at 27.1 above Confirm acceptance. Material supplied will be eligible for CENVAT credit and vendor shall furnish all documents as required to avail the same.	
28.	Cenvatable portion of Excise duty shall be released on receipt of cenvatable document. Confirm acceptance	
29.	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 –XI). 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.	YES / NO

30.	DETAILED ADDRESS OF BIDDER	
	CONTACT PERSONS (Name and Designation)	
	PHONE NO. (WITH STD CODE)	
	FAX NO. (WITH STD CODE)	
	E-MAIL ADDRESS	
	MOBILE NUMBER	

Place:

Date:

Signature of Authorized Signatory

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

(NAME)

(OFFICIAL SEAL)

(SIGNATURE)
 NAME
 BANK RUBBER STAMP

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

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 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 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 notwithstanding 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 of relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a

Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities. Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO_____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

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

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

This guarantee is valid until the _____day of _____20__

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

Dated The _____day of _____20__

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

Date:

(SIGNATURE)
NAME

BANK RUBBER STAMP

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

INSTRUCTIONS TO BIDDERS

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

A. INTRODUCTION

1.0 SCOPE OF BID:

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

2.0 ELIGIBLE BIDDERS:

- 2.1 This Invitation for Bids is open to any bidder.
- 2.2 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.3 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.4 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 tender. The bids of only those bidders shall be considered for further evaluation and award, which is meeting BEC in totality and have submitted sufficient documentary evident in support of meeting BEC.

5.0 COST OF BIDDING:

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

B. BIDDING DOCUMENTS

6.0 CONTENT OF BIDDING DOCUMENTS:

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

7.0 CLARIFICATION OF BIDDING DOCUMENTS:

- 7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than **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. The questions/queries received by BCPL prior to pre-bid conference will be addressed in the pre-bid conference & **no separate communication will be sent to bidders.**]*

8.0 AMENDMENT OF BIDDING DOCUMENTS:

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

C. PREPARATION OF BIDS

9.0 LANGUAGE OF BID:

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

10.0 DOCUMENTS COMPRISING THE BIDS:

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

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

PART-I: UN-PRICED (TECHNO-COMMERCIAL BID):

The "Un-priced Bid" must be complete with the following:

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Original EMD / Bid Security
- (C) Documents against BEC
- (D) UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE – as per page no. 2.
- (E) ATTESTED COPY OF VALID SALES TAX REGISTRATION.
- (F) 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
- (G) Complete Tender Document duly signed
- (H) All technical and commercial details other than the rate/price, bidder willing to submit
- (I) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issue

PART-II: PRICE BID [PRICE SCHEDULE]

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the “Price Schedule”

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.

11.0 BID FORM & PRICE SCHEDULE:

- 11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the 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)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods)

- B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.
- C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

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 Seller)*

12.3 Fixed Price:

Prices quoted by the bidder shall be firm and 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.

13.0 BID CURRENCIES:

13.1 Domestic bidders may submit bid in Indian Rupees.

14.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per RFQ)

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (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 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 **90 days** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17.0 EMD / BID SECURITY:

- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at State Bank of India, Main Branch, Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with

Reserve bank of India as scheduled foreign bank in case of Domestic. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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

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

18.0 PRE-BID MEETING:

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail 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 Purchase , 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.

21.0 AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE

Not applicable

D. SUBMISSION OF BIDS

22.0 SEALING AND MARKING: Please refer IFB.

23.0 DEADLINE FOR SUBMISSION OF BID:

- 23.1 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.

24.0 LATE BIDS:

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

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

27.0 PROCESS TO BE CONFIDENTIAL:

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

27.1.2 CONTACTING THE PURCHASER

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

27.1.3 PRELIMINARY EXAMINATION OF BIDS:

Techno-Commercial Bid Evaluation:

The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

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

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

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

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

28.0 REJECTION CRITERIA:

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

- i) Non- Compliance of BEC
- ii) Non-submission of EMD
- iii) Bid Validity lesser than specified period in tender
- iv) Non acceptance of Guarantee / Warranty
- v) Non-submission of Firm and Fixed Price

- vi) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up)
- vii) Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender
- viii) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.
- ix) Any deviation to scope of supply, specification, SCC etc.
- x) Any other deviation to terms and conditions mentioned elsewhere in the tender, which leads to rejection of bid.

29.0 PRICED BID OPENING:

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

30.0 ARITHMETIC CORRECTION

- 30.1 The bids will be checked for any arithmetic errors as follows.
- 30.2 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- 30.3 When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- 30.4 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 30.5 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 30.6 When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate), then the bid shall be evaluated based on the actual net sum of unit rates (OR the Total unit rate quoted, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
- 30.7 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 30.8 IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- 30.9 After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as

per terms and conditions declared upfront in the tender documents.

- 30.10 If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- 30.11 If the bidder does not accept the correction of errors, it's bid will be rejected.

31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each SOR :

- a. Ex-works price quoted by the bidder
- b. (+)Packing & Forwarding (if any) as quoted
- c. (+) Excise Duty & Educational cess
- d. (+) Sales tax against form C or without concessional Form / VAT
- e. (+)Transportation charges up to site as quoted
- 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.
- i) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- ii) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2012, 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 (not applicable in this tender), technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 35.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

36.0 AWARD CRITERIA:

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

37.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

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

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

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

39.0 NOTIFICATION OF AWARD / FAX OF INTENT:

- 39.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 39.2 Delivery shall be counted from the date of notification of award / Fax of Intent.
- 39.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB

Clause-41, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

40.0 ACCEPTANCE OF PURCHASE ORDER:

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

41.0 PERFORMANCE GUARANTEE:

- 41.1 Within 30 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Purchase Conditions** in the form provided in the bidding documents.
- 41.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 41.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 41.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 41.5 The performance guarantee shall be towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Purchase Conditions.
- 41.6 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:

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

43.0 INCOME TAX LIABILITY:

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

44.0 CORRUPT OR FRAUDULENT PRACTICES:

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

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

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

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

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

45.0 REPEAT ORDER

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

46.0 ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General Purchase conditions, the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) Schedule of Rates
- ii) RFQ Covering Letter
- iii) Special conditions of contracts
- iv) Instruction to Bidders
- v) General Purchase Conditions.

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

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

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in BCPL or directly with the IEMs on the panel c/o Chief Vigilance Officer, BCPL, Lepetkata, Dist. Dibrugarh, Assam.

48.0 SUBMISSION OF FALSE / FORGED DOCUMENTS:

a. 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.

- b. In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c. In case the issue of submission of false documents 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.
- d. Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of BCPL debarring them from future business with BCPL

49.0 ROAD PERMIT (AS APPLICABLE):

For issue of Road Permit Seller shall inform BCPL with details:

Proforma Invoice with following details are also required to get Road Permit

- (i) Place of despatch
- (ii) Date of despatch
- (iii) Quantity and Description of material
- (iv) Value of material
- (v) Expected date of delivery at site
- (vi) CST, Excise duty
- (vii) Freight
- (viii) Other taxes if any for each dispatch

50.0 REASON FOR REJECTION:

Bidder if so desires may seek in writing the reasons for rejection of their bid, to which BCPL shall respond quickly.

PREAMBLE TO SCHEDULE OF RATES

- 1 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 2 The benefit of Cenvat credit of Excise Duty quoted in shall be considered for evaluation of bids. Cenvatable Excise Duty Component mentioned shall be considered as mandatory discount. The Cenvatable Excise Duty shall be reimbursed to the Contractor upon submission of original Cenvatable documents as required to enable Owner to claim Cenvat benefit.
- 3 TAXES & DUTIES SHOULD BE MENTIONED AS PER SOR OR ELSE WILL BE CONSIDERED AS INCLUSIVE.
- 4 DELIVERY – F.O.R. AT BCPL, DIBRUGARH.
- 5 THE QUOTED RATES SHOULD BE INCLUSIVE OF INSTALLATION, PACKING & FORWARDING CHARGES, FREIGHT CHARGES & TRANSIT INSURANCE.
- 6 (*) In the un-priced bid, Quantity of Toner Cartridge to be quoted by the bidder as per following calculation:
Quantity of Toner Cartridge = $60,000 \times (\text{Total Number of Printers}) / (\text{Certified yield of the cartridge for best quality print})$
→ Rounded to next whole number.
Also provide certificate indicating the yield of cartridge.

UN-PRICED BID (PART-I)

SCHEDULE OF RATE (SOR)

PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE FOR BCPL

SCHEDULE OF RATE (SOR)

[illegible]

Sl. No	Description of Material	UOM	Qty	Per Unit Price (Rs)		P&F (Rs)	Excise Duty (Rs)	VAT / CST (Rs)	Freight (Rs)	Total Unit Amount (Rs)	Cenvat benefit on ED	Total Amount (Rs)
Group – G												
G.1	High-end Scanner (ADF)	Nos.	4	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote
Group – H												
H.1	Network Laser Printer – B&W	Nos.	32	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote
H.2	Toner Cartridge of offered printer	Nos.	*	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote

(*) In the un-priced bid, Quantity of Toner Cartridge to be quoted by the bidder as per following calculation:

Quantity of Toner Cartridge = $60,000 \times (\text{Total Number of Printers}) / (\text{Certified yield of the cartridge for best quality print})$

→ Rounded to next whole number.

Also provide certificate indicating the yield of cartridge.

PRICED BID (PART-II)

SCHEDULE OF RATE (SOR)

PROCUREMENT OF PC'S AND PERIPHERALS ALONG WITH TONER CARTRIDGE FOR BCPL

SCHEDULE OF RATE (SOR)

Sl. No	Description of Material	UOM	Qty	Per Unit Price (Rs)		P&F (Rs)	Excise Duty (Rs)	VAT / CST (Rs)	Freight (Rs)	Total Unit Amount (Rs)	Cenvat benefit on ED (Rs)	Total Amount (Rs)
				In Figures	In Words							
	A	B	C	D		E	F	G	H	I= D+E+F+G+H	J	K = C*I
Group - A												
A.1	Desktop PC	EA	118									
Group - B												
B.1	Laptop / Notebook PC	EA	2									
Group - C												
C.1	Microsoft Office 2013 Standard Edition MOLP or Latest	EA	80									
Group - D												
D.1	Microsoft Visio 2013 Professional Edition MOLP or Latest	EA	2									
Group - E												
E.1	UPS (600 VA)	Nos.	80									
Group - F												
F.1	Low-end Scanner (Flatbed)	Nos.	17									

Sl. No	Description of Material	UOM	Qty	Per Unit Price (Rs)		P&F (Rs)	Excise Duty (Rs)	VAT / CST (Rs)	Freight (Rs)	Total Unit Amount (Rs)	Cenvat benefit on ED	Total Amount (Rs)
Group – G												
G.1	High-end Scanner (ADF)	Nos.	4									
Group – H												
H.1	Network Laser Printer – B&W	Nos.	32									
H.2	Toner Cartridge of offered printer	Nos.	*									

(*) In the un-priced bid, Quantity of Toner Cartridge to be quoted by the bidder as per following calculation:

Quantity of Toner Cartridge = 60,000 x (Total Number of Printers) / (Certified yield of the cartridge for best quality print)

→ Rounded to next whole number.

Also provide certificate indicating the yield of cartridge.