



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

REQUEST FOR QUOTATION (RFQ)

Part-A

RFQ No.: BCPL/C&P/2009/C/18/AB

January 1, 2010

RFQ Due on: 28/01/2010 at 15:00 Hrs IST

Tender Opening Date: 28/01/2010 at 16.00 Hrs IST

To,

Dear Sir(s),

Brahmaputra Cracker and Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for supply & installation of Desktop PC & Peripherals at BCPL – Dibrugarh. **Bidder must quote as per Annexure – I & Annexure – II i.e. Annexure – I (non DGS & D rate) & Annexure – II (DGS & D rate)**. The detailed specifications of Desktop are indicated at **Annexure – III**. The details tender document is as under:

- | | | |
|------|--|---|
| i) | Last date and time for submission of tender: | 28/01/2010 at 15.00 hrs. |
| ii) | Date and time for opening of bids: | 28/01/2010 at 16.00 hrs. |
| iii) | Pre-Bid Meeting: | 18/01/2010 at 15.30 hrs. |
| iii) | EMD: | Rs.1, 25,000/- to be paid in the form of Demand Draft / Banker Cheque / BG in favour of Brahma Putra Cracker and Polymer Ltd., payable at Dibrugarh. |
| iv) | Place of submission of tender: | OFFICE OF THE MANAGER (C&P)
Brahmaputra Cracker & Polymer Ltd.
"Pushkara House", Natan Gaon,
P.O. Mohanaghat, PIN – 786 008
Dibrugarh, Assam. |

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

Project Site Office: Pushkara House, Natan Gaon, A.T.Road, PO-Mohanaghat, Dibrugarh-786 008, Assam
Tel: 0373-2371056-63, Fax: 0373-2371052 (Fax)

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

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Part-A

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

PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out** and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.

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

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.

Fax / Telex / e-mail offer shall not be considered.

Price Basis:
FOR, DESTINATION,

Delivery/Completion Schedule:
MATERIALS SHALL BE DELIVERED in equal 02 lots. The 1st lot shall be delivered & INSTALLED WITHIN 04 TO 06 WEEKS FROM THE DATE OF ORDER. The 2nd lot shall be supplied accordingly on receipt of intimation from BCPL.

Validity Period of Offer:
The period of **validity of the quotations** should **not be less than 120 days** from the opening date. Quotations with less validity is likely to be ignored.

VAT / CST No.:
Bidder must have valid sales tax registration no. and same should be indicated in the quotation.

Consignee Address:
Brahmaputra Cracker & Polymer Ltd.
"Pushkara House", Natun Gaon, P.O. Mohanaghat, PIN – 786008
Dibrugarh, Assam

Terms of payment:
100% PAYMENTS SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT & SUCCESSFUL INSTALLATION.

Price Reduction Schedule (PRS):
PRICE REDUCTION @0.5% OF THE TOTAL ORDER VALUE PER WEEK FOR DELAY IN SUPPLIES IN SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE.

BID EVALUATION CRITERIA (BEC):

- a) The bidder should either OEM of PCs & Printers or Prime System Integrator duly authorized by the OEM to quote for this tender. Bidder needs to produce an authorization letter from PC and Printer OEM referring this tender number along with a declaration that entire responsibility shall be taken by OEM in case any failure of bidder during the warranty period.

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Part-A

- b) The bidder should have supplied, installed & commissioned PCs and Printers in India against a single order of a minimum value worth Rs. 31.50 lac in previous 5-7 years period from the due date of submission of bid. Bidder need to produce copy of such purchase order and completion certificate duly attested / notarized by a Notary Public.
- c) Warranty should be minimum 03 years for PC & Printers, Scanner & UPS (except battery which shall be 01 years warranty) from the date of installation.
- d) OEM should have local service centre at Dibrugarh - Assam facility preferably at Dibrugarh – Assam & certification of the same issued by OEM should be furnished along with offer or bidder should depute their full time engineer at BCPL-Dibrugarh Office from the date of supply till expiry of the warranty of supplied items or nominate a designated agency having experience on dealing reputed PCs and peripherals at Dibrugarh as single point of contract.
- e) Entry Tax (present applicable rate is 4%) for outside bidders of Assam shall be applicable if the bidder does not have valid VAT – TIN Registration under Assam VAT Act 2003 and accordingly, the same shall be loaded during evaluation of bids. Alternatively, the bidders can give their consent to deduct the entry tax from their bills at source (Refer Annexure – IV).

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.

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

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.

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Part-A

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.

Performance Bank Guarantee (PBG):

Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents (refer Annexure – V), for an amount equivalent to 10% of the total value of the CONTRACT.

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.

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

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

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 Dibrugarh (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Dibrugarh (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

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Part-A

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 Dibrugarh, Assam.

FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

Rejection Criteria:

- I. Non acceptance of PRS clause.
- II. Deviation in payment terms.
- III. Non compliance of BEC.

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Part-A

General Conditions of Contract: GENERAL PURCHASE CONDITIONS

1. Consignee: Brahmaputra Cracker and Polymer Ltd. (BCPL), Dibrugarh
2. Your quotation should be submitted in a **sealed cover duly super-scribing the tender no. and due date** and should reach at BCPL – Dibrugarh Office before 15:00 hrs. on or before the due date of opening, failing which your offer will not be considered.
3. Earnest Money Deposit (EMD): Not Applicable.
4. Your rates should clearly specify whether ED, VAT, Central Sales Tax, Service Tax etc. is applicable and if so, the rate must be specified. If this information is not given, your rates will be taken as inclusive of all taxes. Implication of packing and forwarding charges, freight charges if any should be specified clearly.
5. Rate should be given accordingly to our description. No other alternative description and unit will be considered.
6. Quotation will be opened on the date mentioned overleaf at 16.00 hrs. Interested bidders may attend at the time of opening of bids.
7. The period of **validity of the quotations** should be mentioned and it should **not be less than 120 days** from the opening date. Quotations with less validity are likely to be ignored.
8. The required quantities are liable to change.
9. Price Reduction Schedule for Delayed Delivery: Price Reduction @ 0.5% of the total order value per week for delay in supply subject to a maximum (Ceiling) of 5% of total order value will be applicable.
10. Quotation received late by post or other means are liable to be rejected.
11. When stores are rejected by the consignee will intimate to the supplier with the details of such rejected stores as well as the reason for their rejections and that the stores will be lying at the consignee's premises at the risk and cost of the supplier. He will also call upon either to remove the stores or to give instructions as to their disposal within 14 days and in the case of dangerous / infested and perishable stores within 18 hrs failing which the consignee will either return the stores to the supplier on freight to pay on otherwise dispose of them at the suppliers risk and cost. The consignee will also intimate the concerned person of Finance Dept., quantity or the stores so rejected to enable him to recover the freight due, at the full public tariff rates from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @5% of the stores for each month or part of a month till the rejected stores are finally disposed off.
12. Quotation must be submitted in duplicate, single quotations are likely to be ignored.
13. Offer or modifications of offer after the opening date will not be considered and in normal case, no price negotiations will be held with tenderers.

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Part-A

14. Suppliers should indicate VAT / CST registration no. in the quotation.
15. It should be noted that if a contract is placed on a higher tenderer as a result of this tender in preference to the lowest acceptable offer, in consideration of an earlier delivery, the contractor will be liable to pay to BCPL the difference between the contract rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights under terms of contract.
16. Payment terms: Payments will be made through cheque only.
17. Transit insurance shall be arranged by Seller. The material shall be suitably packed so that no transit damage occurs.

Enclosures: ANNEXURE – I (Schedule of Rates for Non DGS & D Rates), ANNEXURE – II (Schedule of Rates for DGS & D Rates) ANNEXURE – III (Detailed Specifications of Desktop PC), Annexure – IV (Consent letter applicable for outside bidders of Assam) , Annexure – V (format of PBG) and Annexure – VI (format of BG for EMD)

**Yours truly,
For and on behalf of Brahmaputra Cracker and Polymer Ltd.**

(A. I. Borah)
Manager (C&P)
Email: ab02920@gail.co.in
Ph No: 0373-2371057, Fax: 0373-2371075

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Part-A

Annexure – I

Schedule of Rate (SOR): (for Non DGS & D Rate)

Sl. No.	Item Description	Qty. (no.)	Unit Rate (Rs.)	P&F (% / value)	ED (%)	VAT / CST (%)	Freight	Installation Charges (if any)	Total Amt. on FOT Site (Rs.)
1	Desktop PC with MS Office & Symantec Antivirus (Attached Specifications Refer Annexure -II)	80	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
2	MS Office 2007 standard MOLP with media	80	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
3	Symantec Endpoint Protection 11.0 BNDL Business Pack for 10 users	8	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
4	Printer HP Laser Jet P3005 dn	35	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
5	Scanner HP Scanjet 5590	10	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
6	UPS 650 VA (Reputed Make)	100	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
	TOTAL:		Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. Rate quoted against VAT / CST should be without concessional form.
4. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – IV) along with un- priced bid.

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Part-A

Annexure – II

Schedule of Rate (SOR): (for DGS & D Rate)

Sl. No.	Item Description	Qty. (no.)	Unit Rate (Rs.)	P&F (% / value)	ED (%)	VAT / CST (%)	Freight	Installation Charges (if any)	Total Amt. on FOT Site (Rs.)
1	Desktop PC with MS Office & Symantec Antivirus (Attached Specifications Refer Annexure -II)	80	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
2	MS Office 2007 standard MOLP with media	80	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
3	Symantec Endpoint Protection 11.0 BNDL Business Pack for 10 users	8	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
4	Printer HP Laser Jet P3005 dn	35	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
5	Scanner HP Scanjet 5590	10	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
6	UPS 650 VA (Reputed Make)	100	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here
	TOTAL:		Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here	Do Not Quote Rate Here

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.
3. Rate quoted against VAT / CST should be without concessional form.
4. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – IV) along with un- priced bid.

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Part-A

Annexure – III

SPECIFICATION FOR DESKTOP PC

SL.NO	Feature	Detailed Specification
1	Processor	Intel Core 2 Duo Processor E7500 (2.93 GHz,3MB L2 cache)
2	Chipset	Intel G33 Chipset
3	Motherboard	OEM mother board
4	Memory	2GB DDR2 SDRAM @ 800 MHz expandable up to 8 GB Expandable
5	Hard Disk Drive	Min.160 GB SATA -II SMART IV NCQ 7200 rpm or equivalent
6	Optical Drive	DVD RW 8X
7	Ethernet	Integrated 100/1000 mbps controller
8	Slots	Total 3, 2*PCI,1*PCIX1, or more
9	Ports	Front IO: 2 USB 2.0 ports & MIC, Headset; Rear: 4USB 2.0 ports, 1-Serial port, 1-Parallel Port, 2 PS/2, 1 VGA, (optional -1 audio-in, 1 audio-out, 1MIC)
10	Form Factor	Micro Tower or SFF
11	Monitor	17" TFT Color monitor with minimum 1280 X 1024 @ 60 Hz.
12	Keyboard	OEM Multimedia Key board with 104 Keys
13	Mouse	Optical scroll mouse
14	Operating System	Licensed and installed Windows XP professional with SP-2. Downgraded from Windows Vista Business, OS CD, restore CD /doc CD.
15	Drivers for different Operating systems	Drivers should be freely available on OEM's web site
16	Warranty	03 years onsite warranty
17	Power Management	Screen Blanking Hard Disk and System Ideal mode, set up password, charge protected SMPS
18	Compliances & Certification for PCs	Window XP Certification
19	Sound	Integrated Stereo Sound with internal Speaker.
20	Others	Dust Covers & Mouse Pad

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Part-A

Annexure – IV

CONSENT LETTER

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

To,

Manager (C&P)
Brahmaputra Cracker & Polymer Ltd.
"Pushkara House", Natun Gaon,
P.O. Mohanaghat, PIN – 786008
Dibrugarh, 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)

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Part-A

Annexure – V

**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.

(13)

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 or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

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

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

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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 _____ 200__

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 _____ 200__

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

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PART-A

Annexure-VI

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

Ref. _____
No _____

Bank Guarantee

Date. _____

BRAHMAPUTRA CRACKER & POLYMER LTD.
"PUSHKARA HOUSE" NATUN GAON, NH-37, P.O. MOHANAGHAT,
DIBRUGARH, ASSAM, PIN – 786 008

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No _____

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

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

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

having our Head Office -----

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----200----- at -----

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No

Date: _____

PART-B

Annexure -I

Schedule of Rate (SOR): (for Non DGS & D Rate)

Sl. N o.	Item Description	Qty. (no.)	Unit Rate (Rs.)	P&F (% / value)	ED (%)	VAT / CST (%)	Freight	Installation Charges (if any)	Total Amt. on FOT Site (Rs.)
1	Desktop PC with MS Office & Symantec Antivirus (Attached Specifications Refer Annexure -II)	80							
2	MS Office 2007 standard MOLP with media	80							
3	Symantec Endpoint Protection 11.0 BNDL Business Pack for 10 users	8							
4	Printer HP Laser Jet P3005 dn	35							
5	Scanner HP Scanjet 5590	10							
6	UPS 650 VA (Reputed Make)	100							
	TOTAL:								

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.

2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.

3. Rate quoted against VAT / CST should be without concessional form.

4. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – IV) along with un- priced bid.

PART-B

Annexure -II

Schedule of Rate (SOR): (for DGS & D Rate)

Sl. N o.	Item Description	Qty. (no.)	Unit Rate (Rs.)	P&F (% / value)	ED (%)	VAT / CST (%)	Freight	Installation Charges (if any)	Total Amt. on FOT Site (Rs.)
1	Desktop PC with MS Office & Symantec Antivirus (Attached Specifications Refer Annexure -II)	80							
2	MS Office 2007 standard MOLP with media	80							
3	Symantec Endpoint Protection 11.0 BNDL Business Pack for 10 users	8							
4	Printer HP Laser Jet P3005 dn	35							
5	Scanner HP Scanjet 5590	10							
6	UPS 650 VA (Reputed Make)	100							
	TOTAL:								

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.

2. Bidder must have valid VAT / CST registration no. and same should be indicated in the quotation.

3. Rate quoted against VAT / CST should be without concessional form.

4. Outside bidders of Assam must submit the CONSENT LETTER (Refer Annexure – IV) along with un-priced bid.