



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprises]

Date: 21.08.2020

BID DOCUMENT No.: BCPL/C&P/LE19W214SD/00383

To,

AVAILING UNSECURED BANK GUARANTEE FOR DEBT SERVICE RESERVE ACCOUNT

Prepared & Issued By:

CONTRACTS AND PROCUREMENT DEPARTMENT

M/s. Brahma Putra Cracker & Polymer Ltd.

“Administrative Building”, Lepetkata,

BCPL-Project Site, P.O. Lepetkata

Dibrugarh, PIN – 786006 (Assam)

Tel#+91-373-2914636

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

Samrat Dutta

Sr. Mgr. (C&P)

sdutta@bcplindia.co.in

Regd. Office: 1st Floor, House No 6, Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001

Project Site Office: Administrative Building, BCPL, Lepetkata, Dibrugarh-786006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

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SECTION-I

REQUEST FOR PROPOSAL (RFP) & BID EVALUATION CRITERIA (BEC)

REQUEST FOR PROPOSAL (RFP)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called as OWNER/COMPANY/BCPL invites you to submit SEALED QUOTE under SINGLE BID system towards **AVAILING UNSECURED BANK GUARANTEE FOR DEBT SERVICE RESERVE ACCOUNT** as detailed below in complete accordance with enclosed **Financial Information Memorandum (FIM) and Tender Condition:**

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)	Not Applicable
1.2.3(i)	Bid Document No.:	BCPL/C&P/LE19W214SD/00383 dated 21.08.2020
1.2.3(ii)	Bid documents available on website & BCPL Office	Available in GAIL & BCPL websites.
1.2.4	Period of Contract/Tenure of Loan re-payment	As per Term Sheet
1.2.5	Pre-Bid Meeting	28.08.2020 at 3.00 pm
1.2.6	Last date and time for Submission of bid	11.09.2020 at 2.30 pm
1.2.7	Date and time for opening of bid at BCPL, Lepetkata	11.09.2020 at 3.00 pm
1.2.8	Place of submission of bid	BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, CONTRACTS AND PROCUREMENT DEPARTMENT, P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM <i>You may come in-person (if required) for submission of bids to ensure timely submission.</i>
1.2.9	Venue for Opening of bids	BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, CONTRACTS AND PROCUREMENT DEPARTMENT, P.O. – LEPETKATA, DIBRUGARH-786006,

		ASSAM
1.2.10	Contact Person	Sh. D Neog; SM(F&A) E-mail ID: dildar.neog@bcplindia.co.in Ph. Number : 9435593041 Or Sh. Samrat Dutta ;SM(C&P) E-mail ID: sdutta@bcplindia.co.in ; Ph. Number : 7896760769

A Pre-Bid conference (PBC) is scheduled on **28.08.2020 at 03.00 pm via video Conference** to discuss Terms and Conditions of tender document. For participation in PBC, please contact Sr. Manager (C&P), Phone No. 07896760769; Email ID: sdutta@bcplindia.co.in in advance latest by 27.08.2020

Prospective Bidder(s) requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email as indicated above not **later than 02 (two) days prior to pre-bid meeting.**

2. **The bid will be submitted in a single envelope containing the following documents:
Sealed and signed FIM, Complete RFP signing all pages with company seal along-with
Priced Bids in the RFP to be submitted at the time of bid submission.**

3. **EVALUATION METHODOLOGY:**

Bids shall be evaluated on techno-commercially acceptable overall lowest bid (L1) basis as detailed in Schedule of Rate (SOR).

Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL may not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the tender document.

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

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

Samrat Dutta
Sr. Mgr(C&P)
sdutta@bcplindia.co.in.

PARTICIPATING BIDDER / BANK TO QUALIFY THE FOLLOWING CRITERIA TO QUALIFY THE TENDER & SUITABLE DOCUMENT TO CERTIFY THE CRITERIA MAY ALSO BE SUBMITTED

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bank / bidder either be Scheduled Public Sector / Private Sector Commercial Banks, except from SBI & its associates. Offer from Other banks (viz. non-scheduled commercial banks) shall not be considered for evaluation & will be rejected.

1.2 Methodology for Evaluation of Bids & award:

BCPL will evaluate and compare the Price bids of the techno-commercially qualified banks and award shall be made on **L1 basis i.e the banks charging lowest BG commission**. However, BCPL reserve the right to award the contract after price evaluation.

In case of tie or rates at L1 position between two or more bidder, then LOA / order shall be given to bidder who has higher / highest turnover in last audited financial year.

In case of tie or rates at any position between two or more bidder, then preference of ranking shall be given to bidder who has higher / highest turnover in last audited financial year.

1.3 PPP Policy 2012:

Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on).

SECTION-II

FINANCIAL INFORMATION MEMORANDUM *[FIM]*



FINANCIAL INFORMATION MEMORANDUM [FIM]

Brahmaputra Cracker and Polymer Limited 220 KTPA Poly Ethylene & 60 KTPA Poly Propylene Plant

AVAILING UNSECURED BANK GUARANTEE FOR DEBT SERVICE RESERVE ACCOUNT

BACKGROUND

1. Brahmaputra Cracker & Polymer Limited (BCPL) is a Joint Venture Company of GAIL (India) Ltd. (GAIL), Oil India Ltd (OIL), Numaligarh Refinery Limited (NRL) and Government of Assam, GoA. GAIL (India) Ltd. is the main promoter of BCPL and holds 70% of the Equity and other three stakeholders viz, OIL, NRL & GoA hold 10% Equity stake each. BCPL is a Central Public Sector Enterprise set up under the Department of Chemicals & Petrochemicals for implementing the Assam Gas Cracker Project. The Project is located at Lepetkata, district Dibrugarh, Assam. The Project is configured to use both Natural gas and Naphtha as the feed stock. Natural gas is supplied by OIL & ONGC and Naphtha is sourced from NRL. The Project is configured to produce 220,000 TPA of Ethylene with the main end products being High Density Polyethylene (HDPE) / Linear Low Density Polyethylene (LLDPE) and Polypropylene (PP).
2. The approved project cost is Rs. 9965 crore and the funding pattern of the capital cost is in the following manner:

(all figures in Rupees crore)

Description	Approved Values
Project Cost	9965.00
Capital Subsidy	5239.45
Equity	1417.67
- GAIL (70%)	992.37
- OIL (10%)	141.77
- NRL (10%)	141.77
- GoA (10%)	141.77
Debt	3307.88

3. The details of the Company are presented in the table below:

Name of Company	Brahmaputra Cracker and Polymer Limited
Promoters	GAIL (India) Limited; Oil India Limited, Numaligarh Refinery limited and Government of Assam
Date of Incorporation	8 January 2007
Constitution	Public Limited Company
Registered Office	1st Floor, House No. 06, Bhuban Road, Uzan Bazaar, Guwahati-781001, Assam
Project Location	Project is spread across three locations namely Lepetkata, Lakwa and Duliajan in Assam. Brief details of the facilities located at each of the Project site is listed below: • Lepetkata : - o Gas Sweetening Unit; C2+ Liquid Extraction Unit - o Dual Feed Cracker Unit; Poly Propylene Unit - o HDPE / LLDPE Swing Unit; Captive Power Plant - o Utilities and Off sites • Lakwa - o Gas Sweetening Unit - o Modification of existing LPG plant to C2+ recovery unit - o Lean gas / / Rich gas receipt / dispatch terminal - o Utilities and Off sites • Duliajan - o Gas Dehydration Plant - o Lean gas / Rich Gas receipt / dispatch terminal

4. As on 31 March 2020, the authorized capital of BCPL was Rs 2,000 Crore and the issued capital was Rs 1,417.67 Crore.

Share Capital as on 31 March 2019

S No	Share Capital	Rs. Crore
1	Authorised Capital	2,000.00
2	Issued Capital	1,417.67
3	Subscribed and fully Paid up Capital	1,417.67

5. The break-up of the Paid up Equity Capital among the Promoters is presented in the table below.

Details of Shareholding as on 31 March 2020

Name of Allottee	Number of Equity Shares	% Holding of Shares
GAIL	99,23,69,000	70.00 %
NRL	14,17,67,000	10.00 %
OIL	14,17,67,000	10.00 %
GoA	14,17,67,000	10.00 %
Total	141,76,70,000	100 %

PROJECT DETAILS

The site for main plant is Lepetkata; district Dibrugarh, Assam. Further, other Project facilities viz. C2+ recovery plant and Gas Dehydration Plant are located at Lakwa & Duliajan in Assam. The Project is configured to produce 220 KTPA of ethylene and 60 KTPA of propylene. The Project will receive supply of Natural gas from OIL and ONGC and Naphtha from Numaligarh Refinery Limited (NRL) in Assam. The LPG Plant at Lakwa, previously owned by GAIL is converted to C2+ Recovery Plant and Assets has been transferred to BCPL.

The Key units of Project are listed as under:

	Unit	Capacity	Licensor
LEPETKATA			
1	Gas Sweetening Unit	6.0 MMSCMD	EIL
2	C2+ Liquid Recovery Unit	6.0 MMSCMD	EIL
3	Ethylene Cracker Unit	280 KTPA	Lummus, USA
4	LLDPE/HDPE Swing Unit	220 KTPA	INEOS, UK
5	Polypropylene Unit	60 KTPA	Lummus Novolen, Germany
6	Steam & Power Plant	56MW	EIL
7	Utilities & Offsite Facilities	-	EIL
LAKWA			
8	Gas Sweetening Unit	1.0 MMSCMD	EIL
9	Modification of LPG Unit/C2+ recovery unit	As Required	EIL
DULIAJAN			
10	Gas Dehydration Unit	6.0 MMSCMD	EIL
11	Rich/Lean Gas Compressor Station	As Required	EIL
PIPELINES			
12	C2 + Liquid Pipeline (Lakwa – Lepetkata)	4"-48Kms	EIL
13	Rich Gas Pipelines (Duliajan – Lepetkata)	18" – 48 Kms	EIL
14	Lean Gas Pipelines (Lepetkata – Duliajan)	18" – 48 Kms	EIL
15	Raw water and treated effluent pipeline	6.2KM+15.2KM	EIL

Feedstock Arrangement

The Project is designed to receive the supply of gas from OIL and ONGC and Naphtha from NRL in Assam. In this regard, BCPL has signed following agreements for supply of feedstock:

1. Naphtha Sales and Purchase Agreement with NRL – dated 29 June 2010.
2. Agreement for Supply of C2+ Fractions in Gas Ex-Lakwa with ONGC – dated 15 October 2007.
3. Agreement for Supply of Gas Ex-Duliajan with OIL – dated 19 September 2007.

Key commercial terms of feedstock agreement are as under:

Feedstock	Quantity	Pricing Principle
NG from OIL	6 MMSCMD of gas with 0.50 MMSCMD of C2+ extractable for 15 YEARS from COD	APM Price notified by Government
NG from ONGC	1 MMSCMD of gas with C2+>5% till 31 March 2027 (extendable based on availability of gas)	APM Price notified by Government
Naphtha	160,000 TPA from Numaligarh Refinery Limited for 15 years from COD	Cost of Crude Payable by NRL to OIL/ONGC, sale realization or Export Parity Price, whichever is lower.

Marketing Arrangement

BCPL has a marketing arrangement with GAIL for the marketing & distribution of its entire product range i.e. HDPE, LLDPE & PP along with all the other liquid hydrocarbon products.

The marketing agreement would be valid for 10 years for marketing of BCPL product and further extendable for a period of 10 years.

Support from Government

Govt. of India in Dec' 2019 approved Feedstock subsidy to BCPL for 15 years of plant operation to maintain minimum Internal Rate of Return (IRR) of 10% (post tax). To bring the IRR to 10%, BCPL has estimated feedstock subsidy of approximately Rs. 4,600 crore for the project for 15 years of plant operation. BCPL shall submit its claim on yearly basis.

Govt. of Assam issued Gazette notification in June' 2020 exempting BCPL from payment of tax under the Assam Value Added Tax Act, 2003 in respect of purchase of Natural Gas, for being used in production of polymer, for a period of 15 years from commencement of its commercial production. BCPL estimated yearly reduction in feedstock cost of Rs. 60-80 crore on account of the same.

CURRENT STATUS OF OPERATION

1. The plant was **commissioned on 02.01.2016.**
2. In view of the socio-economic importance of the project, **Hon'ble Prime Minister himself dedicated the plant to the nation on 05.02.2016.**
3. The production figures of the major units as on 31.03.2020 are given below:

Description	UOM	During the FY 2019-20	Since Inception
Gas Sweetening Unit & C2+ recovery Unit, Lepatkata			
C2+ liquid	MT	2,32,319.59	5,60,161.54
Ethylene Cracker Unit			
Ethylene	MT	2,19,275.45	4,83,367.58
Propylene	MT	57,438.73	1,16,235.99
Hydrogenated Pyrolysis Gasoline (HPG)	MT	43,913.66	87,242.08
Pyrolysis Fuel Oil (PFO)	MT	9,516.55	19,528.64
LLDPE/HDPE Unit			
LLDPE / HDPE	MT	2,35,308.00	489936.532
Polypropylene Unit			
PP	MT	57,043.18	1,13,155.79

4. The details of sales are given below:

Description	UOM	During the FY 2019-20
Polymer (LLDPE / HDPE and PP)	MT	2,72,880.68
Liquid Hydrocarbons (HPG and PFO)	MT	54,056.63

5. The debt profile as on 31.03.2020 is given below:

Loan from	Type of Loan	Outstanding as on 31.03.2020
SBI	Long Term Secured	1,548.36
Oil Industry Development Board (OIDB)	Long Term Secured	1,010.36
SBI	Working Capital Loan Secured (Limit of Rs. 350 Cr.)	218.12
GAIL	Inter Corporate Unsecured	200.00
ICICI Bank Ltd	Working Capital Unsecured (Limit of Rs. 150 Cr)	105.00
Axis Bank Ltd	Working Capital Unsecured (Limit of Rs. 100 Cr)	100.00

6. The audited financial results for the F.Y. ended on 31.03.2020 is given below:

Sr. No.	Particulars	Amount (Rs. Crore)
I.	Revenue from Operations	2,731.38
II.	Other Income	216.27
III	Total Revenue (I + II)	2,947.65
IV	EXPENSES	
	Cost of raw material and components consumed	1,788.54
	Change in Inventory of Finished Goods & WIP	- 102.50
	Employee benefits expenses	171.03
	Finance costs	252.43
	Depreciation and Amortization expense	390.85
	Other expenses	305.26
	Total expenses (V)	2,805.61
V	Profit/ (loss) before Tax (IV-V)	142.04
VI	Exceptional Items	1,705.35
VII	Profit/ (loss) before Tax (V+VI)	1,847.39
VII	Tax expense:	
	Current tax	-
	Deferred Tax	339.79
VIII	Profit/ (Loss) for the period (VI - VII)	1,507.60

TERM SHEET FOR THE DSRA BG

1.	Borrower	Brahmaputra Cracker and Polymer Limited (BCPL) or Company
2.	Promoters	GAIL (India) Limited (GAIL) Oil India Limited, (OIL) Numaligarh Refinery Limited (NRL) Government of Assam (GoA)
3.	Project	Petrochemical Project at Lepetkata, Lakwa and Duliajan in Assam having capacity of 280 kTPA of Polymers. The project consists of: • Lepetkata : - o Gas Sweetening Unit - o C2+ Liquid Extraction Unit - o Ethylene Cracker Unit - o Poly Propylene Unit - o HDPE/LLDPE Swing Unit - o Captive Power Plant - o Utilities and Off sites • Lakwa - o Gas Sweetening Unit - o Modification in existing facilities of LPG plant/C2+ recovery unit - o Lean gas/Rich gas receipt / dispatch terminal - o Utilities and Off sites • Duliajan - o Gas Dehydration Plant - o Lean gas/Rich Gas receipt/dispatch terminal The project was declared commissioned on 02.01.2016.
4.	Project Cost & Means of Finance	The approved cost of the Project is Rs. 9,965 crore and the funding pattern is: Capital Subsidy : Rs. 5239.45 crore Debt : Rs. 3307.88 crore Equity : Rs. 1417.67 crore i. Capital subsidy of Rs. 5290.00 crore received. Balance after interest earning adjustment is expected to be received by F.Y. end.

Existing Loan:

Loan from	Type of Loan	Outstanding as on 30.06.2020
SBI	Long Term Secured	1,534.70
Oil Industry Development Board (OIDB)	Long Term Secured	979.06
SBI*	Working Capital Loan Secured (Limit of Rs. 350 Cr.)	250.00
GAIL	Inter Corporate Unsecured	200.00
ICICI Bank Ltd	Working Capital Unsecured (Limit of Rs. 250 Cr)	125.00
Axis Bank Ltd	Working Capital Unsecured (Limit of Rs. 100 Cr)	60.00

5.	Proposed Facility	Bank Guarantee of Rs. 51.11 crore is to be availed as per the below schedule with the option to renew on yearly basis:	
		Year	Max Requirement (Rs. Crore)
		2020-21	25.59
		2021-22	32.51
		2022-23	38.40
		2023-24	37.21
		2024-25	42.48
		2025-26	51.11
6.	Purpose of the facility	For replacing the Required Balance of Debt Service Reserve Account (DSRA) in relation to BCPL’s Long Term Rupee Loan with SBI.	
7.	Eligibility	Scheduled Commercial Bank acceptable to SBI for issuance of DSRA BG.	
8.	Tenor	364 days from the date of issuance (renewable yearly till 2025)	
9.	Availability	Till 2025-26	
10.	Commission	To be Quoted in the format appended in RFQ.	
11.	Margin	Nil margin.	
12.	Comfort Letter	Not applicable	
13.	Security	The facility shall be UNSECURED in nature	
14.	Governing Law	Indian Law	

15.	Currency	Indian Rupee
16.	Other Conditions	The DSRA Bank Guarantee format shall be as prescribed by SBI (Annexure I)

BG Format

To,
Dy. General Manager & RM (AMT-2)
State Bank of India,
CAG Branch, New Delhi
5th Floor, Parsvnath Capital Tower,
Bhai Veer Singh Marg
Gole Market,
New Delhi – 110001

This BANK GUARANTEE ("Guarantee") is executed at on the ____ day of _____, 2020 by having its registered office at and one of its branches at (hereinafter referred to as the "Guarantor", which expression shall include its successors and permitted assigns).

IN FAVOUR OF

STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 (23 of 1955) and having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021 and having one of its branch i.e. Corporate Accounts Group Branch, 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi- 110001 (hereinafter referred to as the "Facility Agent"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns)

WHEREAS

A. In line with Rupee Loan Facility aggregating upto Rs. 1699,00,00,000/- (Rupees One Thousand Six Hundred and Ninety Nine Crores only) (hereinafter referred to as the "Facility"), Lender as defined under the Rupee Loan Agreement 25/09/2013 and as modified on 05/03/2016 executed among Brahmaputra Cracker and Polymer Limited (as the Borrower), State Bank of India (as the Lender and Facility Agent), and SBICAP Trustee Company Limited (as the Security Trustee), has, at the request of Brahmaputra Cracker and Polymer Limited, a company incorporated in India under the Companies Act, 1956 and having its registered office at Hotel Brahmaputra Ashok, M.G. Road, Opposite High Court, Guwahati, Assam-781001 (hereinafter referred to as the "Borrower", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) sanctioned to the Borrower the Facility on the terms and conditions set out in the Rupee Term Loan Agreement dated 25/09/2013 as modified on 5/03/2016, entered into among, inter alia, the Borrower, the Lender, Facility Agent and Security Trustee as amended, supplemented or otherwise modified, from time to time (hereinafter collectively referred to as the "Loan Agreements"). Pursuant to the Loan Agreements, State Bank of India has been appointed as the "Facility Agent" in respect of the Facility.

B. In terms of the Facility and the provisions of the Loan Agreements, the Borrower is required to maintain Debt Service Reserve Account ("DSRA") equivalent to ensuing 30 (thirty) days principal and interest payments due to the Lender, aggregating up to Rs. Crores (the "Debt Service Reserve Amount") into a debt service reserve account maintained and established in accordance with a Trust and Retention Accounts Agreement

dated 05/03/2016 entered into pursuant to the terms of the Loan Agreements ("Debt Service Reserve Account"). The Borrower is maintaining the reserve amount with the Account Bank i.e. State Bank of India in the form of STDRs.

C. The Borrower has now on the basis of the terms laid down in the Loan Agreements and terms of Amended & Restated Trust & Retention Account Agreement dated 05/03/2016 agreed to maintain the Debt Service Reserve Amount through a bank guarantee (i.e. by way of this Guarantee) instead of maintaining the same in the form of STDRs, for an amount equivalent to the Debt Service Reserve Amount;

D. The Guarantor has agreed to issue this Guarantee in favour of the Facility Agent on behalf of the Borrower for the purpose of the making payments equivalent to the Debt Service Reserve Amount for the Facility extended to the Borrower by the Lender under the Loan Agreements;

E. Any reimbursement/re-payment of amount drawn under this Guarantee shall be subordinated to the payment obligations to the Facility Agent under this Guarantee.

Now therefore, the parties agree as follows:

1. The Guarantor absolutely, unconditionally and irrevocably guarantees the full prompt and punctual payment of an amount not exceeding Rs....., on receipt of written demand(s) on or before (being date of expiry of claim period) in one or more than one installments as may be indicated by the Lender/Facility Agent, of an amount not exceeding [Insert Amount] without demur and protest and without reference to the Borrower at the place mentioned in the demand notice, notwithstanding the repayment schedules stipulated in the Loan Agreements. Provided that in case of partial demand, the liability of the Guarantor under this Guarantee shall get reduced to the extent of part amount paid to the Lenders. Provided that the total value of this Guarantee shall not exceed Rs. Crores. The original guarantee shall be submitted to the Guarantor along with the final demand on this Guarantee, which shall exhaust the amount under this Guarantee.

2. This Guarantee may be directly enforced against the Guarantor as the principal debtor under this Guarantee upto an amount not exceeding Rs..... in the first instance without in any way first pursuing or exhausting any other rights or remedies which the Facility Agent may have against the Borrower or any other party. The Guarantor hereby waives any notice of non-payment or non-performance by the Borrower under the Loan Agreements and any presentment, demand, diligence or protest required under applicable laws to which the Guarantor might otherwise be entitled.

3. The Guarantor hereby agrees and consents to any variation, amendment, or modification, alteration, change, waiver, compromise, release or indulgence granted or any other action taken under the Loan Agreements or with respect to any or all of the Borrower's obligations under the Loan Agreements without its consent or knowledge and further agrees that such variance shall not affect its liability under this Guarantee. Provided that such amendment, variation, extension shall not directly or indirectly, enlarge or enhance the value or tenure of the Guarantee or the nature and/or have the effect of extension of the obligations of the Guarantor, beyond what is agreed by the Guarantor and stated in this Guarantee.

4. No remedy herein or otherwise conferred upon, or reserved to the Facility Agent shall be considered exclusive of any other remedy but the same shall be cumulative and in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy available to the Lenders may be exercised from time to time and as often as may be deemed expedient. No action or exercise or right, or remedy arising from any default or failure of the Guarantor to fulfil the terms of this

Guarantee, or delay or omission in exercising such right, power or remedy shall impair, or be construed as a waiver of any such right, power or remedy or any other right, power or remedy.

5. The Guarantor represents and warrants that this Guarantee has been duly authorized, executed and delivered by the Guarantor, is duly authorized and constitutes a valid and legally binding obligation of the Guarantor enforceable in accordance with its terms herein.

6. The Guarantor hereby agrees that, the Guarantor shall, forthwith on receipt of written demand on or before (being date of expiry of claim period) by the Facility Agent/Lender, pay an amount not exceeding Rs.....Crores. The Guarantor hereby further agrees that a demand under this Guarantee in writing by the Facility Agent to the Guarantor shall be paid without any protest or demur under this Guarantee. All payments made hereunder shall be free and clear of and without deduction for, or on account of, any present or future charges, fees, commission, deduction, whatsoever and whomsoever imposed however, the aggregate liability of the bank under this guarantee shall not exceed Rs.....Crores.

7. This Guarantee will not be discharged due to the change in the constitution of the Guarantor or Borrower or Facility Agent. This Guarantee is effective, enforceable and irrevocable from the date first hereinabove mentioned and shall remain valid, enforceable and irrevocable until ("Validity Date") with the date of claim expiry("Claim Expiry").

8. Notwithstanding anything contained hereinbefore, the liability of the Guarantor under this Guarantee is restricted to Rs..... Crores. The Guarantor undertakes not to revoke this Guarantee during its currency except with the prior written consent of the Facility Agent. This Guarantee shall remain in force up to ("Validity Date") with the date of claim expiry("Claim Expiry").

9. The bank guarantee shall have validity period of 364 days after date of issuance and the Borrower shall renew the same by the date falling 60 days prior to expiry of validity period of this BG and if it fails to do the BG issuing bank shall immediately notify the Borrower, the Facility Agent, the Lender and the Security Trustee.

10. All costs in respect of this Guarantee shall be borne solely by the Borrower, including bank charges and stamp duty. This Guarantee shall be governed by and construed in accordance with the laws of India and courts at Delhi shall have non-exclusive jurisdiction to deal with any issue arising out of or in connection with this Guarantee.

Notwithstanding anything contained herein above;

a. Our liability under this bank guarantee shall not exceed Rs..... Crores;

b. This bank guarantee shall be valid up to (being date of expiry of guarantee)

c. The beneficiary's right as well as Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before..... (being the date of expiry of claim period which in no case should be less than 1 year from date of expiry of validity period of BG as per clause (b) above at [Insert Place of Invocation]

Place:

Date:

SECTION-IV

SCHEDULE OF RATES [SOR]

SCHEDULE OF RATES**RFP NO. BCPL/C&P/LE19W214SD/00383****TENDER DESCRIPTION: AVAILING UNSECURED BANK GUARANTEE FOR DEBT SERVICE RESERVE ACCOUNT**

SL. NO.	SERVICE DESCRIPTION	BG COMMISSION % FOR THE ENTIRE TENURE i.e, 2020-21 to 2025-26
01.	BG commission for a period of 6 years from 2020-21 to 2025-26.	_____ % (in fig.) _____ % (in words)

NOTE:

- i) CONTRACT/DELIVERY PERIOD: From FY: **2020-21 to 2025-26**
- ii) The above Schedule of Rate may be quoted for BG commission (in %) and the same shall be considered for evaluation purpose.
- iii) **The maximum threshold of requirement of BG is limited to Rs. 51.11 Crs. at a time. (Ref. pg. no. 16)**
- iv) Any other condition like penal interest/ default interest etc. shall not to be mentioned in the schedule of rates. The same shall be governed by the standard norms of the bidder.
- v) In the event of more than one party appearing as L-1, the BG facility would be availed from bidder who has higher / highest turnover in last audited financial year.
- vi) The decision of BCPL shall be final.
- vii) Final sanction is to be provided once the order is placed on the bidder.
- viii) The BG commission % (to be quoted by bidder / banks) must be same for entire tenure of 6 years.
- ix) Any modification in the Schedule of rate / any conditional offer by the bidder / bank, shall not be accepted and such bids shall be rejected.
- x) BCPL reserve to right to close such "Bank Guarantee" during any point of time within the tenure of the contract, if the amount of loan from SBI, repaid by BCPL.

Place:
Date:

(Signature of Authorized Signatory)
Name of authorized person submitting the
tender on behalf of the Bidder (s):

Designation of authorized person:
Name of Firm / Contractor:

Address of Firm / Contractor:

BIDDER'S GENERAL INFORMATION

1	Bidder Name (With Contact Person Name, phone no., email id Details).	
2	Number of Years in Operation	
3	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
4	Operation Address (if different from above)	City: District: State: PIN/ZIP:
5	Website	
6	PAN No.	[Enclose copy of PAN Card]
7	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
8	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
9	GSTIN	Please submit GST Registration Certificate
10	Start up	Yes / No
11	Bid validity:	90 days
12	Confirm acceptance to all terms & conditions of tender document	