



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

प्रशासनिकभवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम/ DISTT.: DIBRUGARH, ASSAM

पिनकोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदासंख्या/ E-TENDER NO: 2023\_EIL\_732876\_1

**निविदादस्तावेज़ / TENDER DOCUMENT**

**FOR**

**CIVIL , STRUCTURAL & UG PIPING WORKS**

**[Bidding Doc. No.- SG/B348-000-CI-T-8003/1009]**

|                                                          |   |                                      |
|----------------------------------------------------------|---|--------------------------------------|
| निविदाजमाकरनेकीतिथिवसमय<br>Tender Submission Date & Time | : | upto 27.01.2023 at 12:00<br>Hrs, IST |
| निविदाखोलनेकीतिथिवसमय<br>Tender Opening Date & Time      | : | 30.01.2023 at 14:00 Hrs,<br>IST      |
| पूर्वबोलीबैठककीतिथिवसमय<br>Pre-Bid Meeting Date & Time   | : | 16.01.2023 at 10:30 Hrs,<br>IST      |

|                         |   |                                                  |
|-------------------------|---|--------------------------------------------------|
| ईएमडीमूल्य / EMD Amount | : | PART-A: INR 35.24 Lakh<br>PART-B: INR 28.76 Lakh |
| निविदाशुल्क/ Tender Fee | : | Not applicable                                   |



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**भाग- I**

## **SECTION-I**

**बोलीहेतुआमंत्रण(आईएफबी)**

## **INVITATION FOR BID (IFB)**



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**SECTION-I**

**"INVITATION FOR BID (IFB)"**

Ref No: SG/B348-000-CI-T-8003/1009

Date: 06.01.2023

**SUB: TENDER DOCUMENT FOR CIVIL, STRUCTURAL & UG PIPING WORKS ON OPEN DOMESTIC COMPETITIVE BIDDING BASIS.**

Dear Sir/Madam,

1.0 **Brahmaputra Cracker and Polymer Ltd. (BCPL), Lepetkata (A Government of India Enterprise)** having registered office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati, Assam, Pin-781001& project office at Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006, is in the process of setting up HPG-2, Butene-1 & PSA Units at Lepetkata, Assam(India). BCPL has appointed Engineers India Limited (EIL) as consultant for this project.

EIL on behalf of Brahma Putra Cracker and Polymer Ltd (BCPL) invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

| (A) | NAME OF WORK / BRIEF SCOPE OF WORK/JOB | <b><u>CIVIL , STRUCTURAL &amp; UG PIPING WORKS</u></b><br><br>Brief Scope of Work:<br><b><u>1.1 SCOPE OF WORK FOR PART-A</u></b><br>The scope of work envisaged in this tender shall include but not limited to construction of all civil-structural works for Butene-1 Unit at BCPL, Lepetkata as per detailed scope of work, scope of Material Supply, Schedule of Rates, Specifications, Standards and drawings included in the Tender document (including addendums/ amendments), codes, good engineering practice, directions of Engineer- in-Charge and as per approved construction drawings made available to the successful bidder.<br>Major structures are defined in the Tender Document.<br><br><b><u>1.2 SCOPE OF WORK FOR PART-B</u></b><br>The scope of work envisaged in this tender shall include but not limited to construction of all civil-structural works for HPG-2, PSA Unit, Utilities & Offsite Area at BCPL, Lepetkata as per detailed scope of work, scope of Material Supply, Schedule of Rates, Specifications, Standards and drawings included in the Tender document (including addendums/ amendments), codes, good engineering practice, directions of Engineer- in- Charge and as per approved construction |
|-----|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|-----|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

निविदा संख्या / TENDER NO : SG/B348-000-CI-T-8003/1009 for **CIVIL, STRUCTURAL & UG PIPING WORKS** for BCPL.



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|                   |                                            |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
|-------------------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------|----------------|-------------------------------------|
|                   |                                            | drawings made available to the successful bidder.<br>Major structures are defined in the Tender Document.<br><br>For detailed Scope of work, Technical part of the Bidding Document shall be followed.                                                                                                          |                   |                                     |                |                                     |
| (B)               | TENDER NO. & DATE                          | SG/B348-000-CI-T-8003/1009, Dated 06.01.2023                                                                                                                                                                                                                                                                    |                   |                                     |                |                                     |
| (C)               | TYPE OF BIDDING SYSTEM                     | <table border="1"> <tr> <td>SINGLE BID SYSTEM</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>TWO BID SYSTEM</td><td><input type="checkbox"/></td></tr> </table>                                                                                                                                 | SINGLE BID SYSTEM | <input checked="" type="checkbox"/> | TWO BID SYSTEM | <input type="checkbox"/>            |
| SINGLE BID SYSTEM | <input checked="" type="checkbox"/>        |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| TWO BID SYSTEM    | <input type="checkbox"/>                   |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| (D)               | TYPE OF TENDER                             | <table border="1"> <tr> <td>E-TENDER</td><td><input type="checkbox"/></td></tr> <tr> <td>MANUAL</td><td><input checked="" type="checkbox"/></td></tr> </table><br>E-TENDER NO: 2023_EIL_732876_1                                                                                                                | E-TENDER          | <input type="checkbox"/>            | MANUAL         | <input checked="" type="checkbox"/> |
| E-TENDER          | <input type="checkbox"/>                   |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| MANUAL            | <input checked="" type="checkbox"/>        |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| (E)               | COMPLETION/CONTRACT PERIOD                 | Within 14 (Fourteen) Months from the date of Fax / Letter of Acceptance (FOA / LOA) for each Part (i.e. Part-A & Part-B).                                                                                                                                                                                       |                   |                                     |                |                                     |
| (F)               | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </table><br>Amount :<br>PART-A: INR 35.24 Lakh<br>PART-B: INR 28.76 Lakh<br>PART-A + PART-B : INR 64.00 Lakh<br><br>(Refer clause no.16 of ITB) | APPLICABLE        | <input type="checkbox"/>            | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE        | <input type="checkbox"/>                   |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| NOT APPLICABLE    | <input checked="" type="checkbox"/>        |                                                                                                                                                                                                                                                                                                                 |                   |                                     |                |                                     |
| (F1)              | DECLARATION FOR BID SECURITY               | Bidder (i.e. MSEs, Start-ups and CPSEs) to whom exception for submission of EMD is allowed as per                                                                                                                                                                                                               |                   |                                     |                |                                     |



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|     |                                                  |                                                                                                                                                                                                                                                                                                                                                                 |
|-----|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                  | guideline in vogue as per the provision of the Bidding Document is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.                                                                                                                                                                                                         |
| (G) | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)    | From 06.01.2023 to 27.01.2023 (1200 Hrs, IST) on following websites:<br>(i) <a href="http://www.bcplonline.co.in/">http://www.bcplonline.co.in/</a><br>(ii) <a href="https://eprocure.gov.in">Govt. CPP Portal / BCPL's e-Procurement Portal (e-Portal) -https://eprocure.gov.in</a><br>(iii) <a href="https://tenders.eil.co.in">https://tenders.eil.co.in</a> |
| (H) | DATE, TIME & VENUE OF PRE-BID MEETING            | Date : 16.01.2023<br>Time : 10:30 HRS (IST)<br><br>Venue : 2 <sup>nd</sup> Floor, Tower-1, Engineers India Limited, Sector-16, Gurugram, Haryana-122001.                                                                                                                                                                                                        |
| (I) | DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE) | <b>upto 27.01.2023 at 12:00 Hrs IST</b>                                                                                                                                                                                                                                                                                                                         |
| (J) | DATE AND TIME OF UN-PRICED BID OPENING           | <b>30.01.2023 at 14:00 IST</b>                                                                                                                                                                                                                                                                                                                                  |
| (K) | CONTACT DETAILS OF TENDER DEALING OFFICER        | Name : Sangitta Ghuliani<br>Designation: SGM (SCM)<br>Phone No. & Extn :0124-289-1284 /1306 /1835<br>e-mail: sangitta.ghuliani@eil.co.in/<br>lalit.sharma@eil.co.in /<br>bapi.baidya@eil.co.in                                                                                                                                                                  |
| (L) | DEALING BCPL'S OFFICE ADDRESS                    | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,                                                                                                                                                                                  |

In case of the days specified above at Sl. Nos. 2.0-(H) and (J) happens to be a holiday in EIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://eprocure.gov.in>. Further, the following documents in addition to uploading the bid on BCPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bidding Data Sheet(BDS) [Annexure-IV to Section-III]:-
- EMD/Bid Security (as applicable).
  - Power of Attorney
  - Integrity Pact



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- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 9.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.
- 10.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from date of receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

### **12.0 REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)**

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

BCPL is already registered on GeM as Buyer and have started procurement through

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GeM.

(i) Service Provider providing Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Letter of Acceptance.

(ii) Seller ID will also to be incorporated in Letter of Acceptance issued by BCPL. The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

13.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

14.0 In case any bidder is found to be involved in cartel formation, his bid will not be considered for further evaluation / placement of order. Such bidder's will be debarred from bidding in future for EIL/BCPL.

This is not an Order.

For & on behalf of

For Brahma Putra Cracker & Polymer Limited

(Authorized Signatory)

Name : Sangitta Ghuliani

Designation : SGM (SCM)

E-mail ID : sangitta.ghuliani@eil.co.in

Contact No. : 0124-289-1284 /1306 /1835



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**DO NOT OPEN - THIS IS A QUOTATION**

**Tender Document No. : SG/B348-000-CI-T-8003/1009**

**Description : CIVIL , STRUCTURAL & UG PIPING WORKS**

**Due Date& Time : upto 27.01.2023 at 12:00 Hrs**

**From: To:**

|                |                                                                                                                                     |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|
| .....<br>..... | <b>Ms. Sangitta Ghuliani (SGM-SCM),<br/>Second Floor, Engineers India Ltd.,On<br/>NH-48, Sector-16,Gurgaon, Haryana-<br/>122001</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|

**(To be pasted on the envelope containing Physical documents likes, EMD/ BID  
SECURITY, POA, Integrity Pact)**

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## **SECTION-II**

# **BID EVALUATION CRITERIA** **& EVALUATION** **METHODOLOGY**



**BID EVALUATION CRITERIA & EVALUATION  
METHODOLOGY**

**A. Technical Criteria :**

**1.1 I. CIVIL & STRUCTURAL WORKS :**

The Bidder should have completed a single contract for “Similar Work” (as defined below) having value not less than the following during last **07 (Seven)** years to be reckoned from the Final Bid Due Date:

- INR **2079.09 LAKH** for **PART-A.**
- INR **1696.72 LAKH** for **PART-B.**

**Definition of Similar Work:**

Civil & Structural Works including RCC (in framing / Roof structures) and Structural Steel works (in framing / Roof structures) in an Industrial Plant or in a Hydrocarbon/ Fertilizer Sector.

**Note:**

- (i) “Industrial Plant” means any premises, in any part of which, a manufacturing or production process is being carried out or is ordinarily so carried on.
- (ii) Bidder shall qualify for either PART-A or PART-B or on cumulative basis for combination of both the Parts (i.e. PART-A+PART-B) based on their eligibility.
- (iii) In case the Bidder has executed Composite Works which includes the qualifying work(s) as per the above definition of “Similar Work”, then the value of such qualifying work(s) out of the total value of Composite Works shall be considered for the purpose of qualification.
- (iv) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- (v) While evaluating the Bids, Bidder’s past experience as a leader or member of a Consortium/JV shall be considered acceptable, provided his scope in that Consortium/JV meets the requirement stipulated in the subject BEC above. In case, the PTR of Consortium/JV experience submitted by the Bidder meets the similar work without indicating the division of scope of work in terms of specific activities and associated value of work between the Consortium/JV members, but only the division of scope in terms of percentage share is indicated, in such case the completed value shall be arrived at after considering percentage share of each member, for the purpose of BEC evaluation.



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- (vi) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end-User/ Owner/ PMC by such bidder along with other specified documents.
- (vii) In case, two separate Bidders submit reference of same work (wherein one was Main Contractor and the other was Sub-Contractor) for meeting Bidder Qualification Criteria, both Bidders' experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.
- (viii) The **annual inflation in the value of contract executed by the Bidder under the past experience shall not be considered.**
- (ix) In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BEC value-wise and with respect to Similar Work, the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).  
However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work, as submitted, shall be considered for the purpose of BEC Evaluation.
- (x) The executed Contract Price as per the completion certificate shall be considered for meeting value based Experience Criteria of BQC.  
However, if the completion certificate also indicates details of taxes & duties, then the executed Contract Price including taxes and duties shall be considered for evaluation.

- 1.2 Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in clause 1.1 and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in clause 1.1 and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement between the bidder and the supporting company shall be as per format enclosed at Appendix- A1.



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- (ii) Guarantee by the foreign based supporting company/Guarantor to be as per format enclosed at Appendix- A2.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix- A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.  
In cases where foreign based supporting company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.  
In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by BCPL due to non-performance of the bidding company.

### **Note:**

- 1.0 In case Supporting Company fails to submit Bank Guarantee as per Clause-1.2(iii) above, EMD/SD submitted by the bidder shall be forfeited.
- 2.0 The Financial BEC of tender is to be met by bidder on their own.
- 3.0 The Supporting Company shall meet conditions of 'Eligible Bidder', as per clause no. 2 of Section-III (ITB).
- 4.0 The clause-'J' as below shall be applicable to above supporting company also.

### **B. Financial Criteria :**

- i. **Annual Turnover (ATO):** The minimum annual turnover of the bidder as per the Audited Annual Financial Statement in any one of the three preceding financial years shall be as under:

| Sl. No. | ATO                          |
|---------|------------------------------|
| 1.0     | INR 1782.08 Lakh for PART-A. |
| 2.0     | INR 1454.33 Lakh for PART-B. |



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- ii. **Net worth:** Net worth of the bidder should be positive as per the Audited Annual Financial Statement of last financial year. Net worth shall be calculated as per format (F-10) given in tender.
- iii. **Working Capital:** The minimum working capital of the bidder as per the Audited Annual Financial statements of last financial year shall be as under :

| Sl. No. | ATO                         |
|---------|-----------------------------|
| 1.0     | INR 356.42 Lakh for PART-A. |
| 2.0     | INR 290.87 Lakh for PART-B. |

**Note:**

(i)

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores (or equivalent in USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9.

Declaration Letter/ Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with contact details of the issuing authority like email id, contact number etc.

(ii)

**Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30<sup>th</sup> Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30<sup>th</sup> September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidder may submit format F-10 accordingly.

Wherever the closing date of the bid is after 30<sup>th</sup> Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 03 (Three) preceding financial years.

(iii)

**Net Worth/ Working Capital:** Immediate preceding financial year mentioned in



aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30<sup>th</sup> Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30<sup>th</sup> September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last Financial year for Networth/ Working Capital calculation.

Wherever the closing date of the bid is after 30<sup>th</sup> Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years.

Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth/ Working Capital.

- (iv) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.
- (v) Bidder shall meet the Financial Criteria for either PART-A or PART-B or on cumulative basis for combination of both the Parts (i.e. PART-A+PART-B) based on their eligibility.

**C.** *Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:*

(a) **BEC (Technical Criteria):** *Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of contract submitted by bidder.*

(b) ~~**BEC (Financial Criteria):**~~

~~(i) **For Annual Turnover:**~~

~~*The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.*~~

~~(ii) **For Net-Worth & Working Capital:**~~

~~*The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.*~~

(c) *In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:*



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<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

- D. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.**

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from the end-User/ Owner/ PMC by such bidder along with other specified documents.

- E. RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME – (NOT APPLICABLE).**

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

The above documents should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

- F. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC**

**(i) Technical Criteria of BEC:**



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| BEC Clause No. | Description                                                                                                                                                                                                                                                                                                                           | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A              | <b>Documents Required-Technical Criteria</b>                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| General 1      | The bidder shall, in his own interest, furnish complete documentary evidence to establish that the bidder meets the Bid Evaluation criteria as given above.                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| General 2      | Bidder shall complete and submit the Bidder's Experience Performa (Form F-7 in Forms and Formats of ITB) (along with supporting documents mentioned) provided in the Bidding Document to establish that the bidder meets the Bid Evaluation Criteria. Projects/ works filled in Bidder's Experience Performa shall only be evaluated. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| General 3      | In support of meeting the requirements of above mentioned clauses, Bidder shall furnish following:                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| A (1.1)        | Experience                                                                                                                                                                                                                                                                                                                            | <p>a) Detailed work order/ detailed letter of acceptance along with schedule of rates.</p> <p>b) Completion Certificate</p> <p>Bidder shall submit the above documents issued by end-User/ Owner/ PMC.</p> <p>Note:</p> <p>i) The completion certificates/ execution certificate shall have details like work order no./date, brief scope of work, completion date, Executed Value and date of start and completion etc.</p> <p>ii) Further against a BCPL's tender for works, the execution certificate (issued by the end user/ owner/ authorized consultant) submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria in clause 1.1 provided that the asset for which the said execution certificate has been issued is ready for commercial use.</p> <p>iii) In the event the qualifying</p> |



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| BEC Clause No.  | Description                                                     | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                                                 | requirement cannot be ascertained from the work order/ completion certificate submitted by Bidder as above, Copy of Schedule of Rates (SOR), relevant pages of Contracts, Copy of relevant pages of Final Bill certified by OWNER / OWNER'S Consultant for establishing requirement of BEC or a written letter from their OWNER/ OWNER'S Consultant specifying the nature of work with quantities and completed values can be submitted for qualification. |
| A (1.2)         | Technical experience of FOREIGN BASED ANOTHER COMPANY           | a) Same documents as mentioned in above point against experience for BEC Clause Nos. A-(1.1).<br>b) Compliance of requirement as defined in BEC Clause Nos. A-(1.2).                                                                                                                                                                                                                                                                                       |
| Note (iv) to 'A | Jobs Executed for subsidiary/ Fellow Subsidiary/Holding Company | a) Same documents as mentioned in above point against experience for BEC Clause Nos. A- (1.1).<br>b) Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for subsidiary/Fellow subsidiary/ Holding company.                                                                                                                                                             |
| Note (v) to 'A  | Experience as a leader or member of a Consortium/JV             | a) Same documents as mentioned in above point against experience for BEC Clause Nos. A-(1.1).<br><br>b) Consortium agreement/ MOU clearly defining the scope and responsibility.                                                                                                                                                                                                                                                                           |
| Note (vi) to 'A | Experience of bidder acquired as a Sub-Contractor               | A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, subject to submission of following documents in support of meeting the "Bid Evaluation Criteria":                                                                                                                                                                                                                           |



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| BEC Clause No. | Description | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                              |
|----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |             | <p>i) <b>Documentary evidence/ Certificate by the end-User/ Owner/ PMC</b>, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor</p> <p>ii) <b>Work order and Completion Certificates indicating the value of works and date of completion</b> issued by Main Contractor (including SOR, wherever required for establishing scope of work)</p> |

### (ii) Financial Criteria of BEC:

| BEC Clause No. | Description                           | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B              | Documents Required-Financial Criteria |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| B(1.1)         | Annual Turn-over                      | <p>Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes &amp; schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid.</p> <p>However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.</p> |
| B (1.2)        | Net Worth                             | <p>Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes &amp; schedules etc.] of immediate preceding Financial Year along</p>                                                                                                                                                                                                                 |



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| BEC Clause No. | Description     | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                 | with un-priced bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| B (1.3)        | Working Capital | <p>Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes &amp; schedules etc.] for the immediate preceding Financial Year along with un-price bid.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from the bidder's bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for working capital amount mentioned in Sr. No. B (1.3) above.</p> <p>The line of credit letter from bank to be submitted strictly as per format at F-9.</p> |

**Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).**

### **G. AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:**

#### **i. Technical Criteria of BEC:**

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders in their Bid shall be verified and certified by any one of the following independent third party inspection agency:

- (i) Société Générale de Surveillance (SGS)
- (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- (iii) International Certification Services (ICS)
- (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
- (v) DNV GL
- (vi) TÜV Rheinland (India) Pvt. Ltd.
- (vii) TÜV SÜD South Asia Pvt. Ltd.
- (viii) TÜV India Pvt. Ltd. (TÜV Nord Group)
- (ix) Intertek India Pvt. Ltd.
- (x) Moody International (India) Pvt. Ltd.
- (xi) RINA India Pvt. Ltd.
- (xii) Tata Projects Ltd.



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(xiii) Competent Inspectorate and Consultants LLP

(xiv) ABS Industrial Verification (India) Pvt. Ltd.

Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma i.e. Annexure-I to Section-II with the tender documents and the same will be submitted by bidder in their bid.

All charges of the Third party for verification and certification shall be borne by the Bidder.

### ii. **Financial Criteria of BEC:**

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

**H. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.**

**I.** Bidder should have minimum prescribed domestic value addition requirement in line with the Domestically Manufactured Iron & Steel Policy (DMI&SP) & its amendment for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit from the domestic manufacturers of such Iron & Steel products as per the Form -1 enclosed with the policy document (Refer Annexure-XV of SCC).

Incase Stockiest and Item Rate/ EPC/ Package Bidders expressing their inability to furnish the above mentioned affidavit from Indian Manufacturers at Bidding stages, BCPL shall accept the Affidavit of self-certification by the bidder regarding domestic value addition in a steel product.

**J. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

- Applicable as per Annexure B to ITB.

**K. EVALUATION METHODOLOGY:**



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1. BCPL/ EIL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".
2. The quoted price (in percentage) as per "Schedule of Price (SP-0)" shall be taken up for evaluation.
3. Extended stay compensation quoted by the bidder shall be considered for evaluation. In case no rate for extended stay compensation is stipulated, it will be considered that extended stay compensation is not required by the bidder and evaluation shall be carried out accordingly. Further the rates quoted by them shall be valid till completion of works in all respects.
4. Price Evaluation shall be on Part-wise L1 basis. The bidder(s) can quote for either single both parts, as the case may be. Individual Part(s) / all Part(s) shall be awarded to Lowest/ Lower (L1) Bidder(s) who is/ are qualified for the respective Part(s) or all Part(s).  
In the event of Bidder getting qualified and lowest individually for corresponding one or more than one of the Part(s) and not qualified for all Parts together, as the case may be, the award of the Part(s) shall be determined/ finalized on "Least Cost" basis to OWNER.  
Once certain Part(s) awarded to such L1 bidder, the bidder ceases to be lowest bidder for the remaining Part(s) and accordingly, the award of remaining Part(s) on other bidder(s) should be done as per above stated "Award Methodology".
5. BCPL can avail 100% Input Tax Credit of GST (CGST & SGST/UTGST or IGST) for this work. Therefore, the same shall not be loaded/ considered for Price evaluation.
6. In case any cess on GST is applicable same shall also be considered in evaluation.
7. BCPL will reimburse GST (CGST & SGST/UTGST or IGST) to the Supplier of Goods / Services (Service Provider) at actual against submission of E-invoices/ Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST (CGST & SGST/UTGST or IGST) as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover.  
  
In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which GST (CGST & SGST/UTGST or IGST) is applicable will be modified on pro-rata basis
8. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST), if applicable as per Govt. guidelines, during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.



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9. GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.
10. In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology shall be as mentioned below:
  - 10.1 In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
  - 10.2 In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.
11. Based on the Total Cash Outflow calculated as above, BCPL shall place orders.
12. In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
13. In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

Bidder to submit latest Complete Audited Annual Report/ Financial Statements- Balance sheets and Profit and Loss Accounts statements including its all Schedules of the last audited financial year along with the Bid.

14. Preferences:
  - i) Public Procurement (Preference to Make in India) (PPP-MII) - Applicable.
  - ii) Purchase preference for Micro and Small Enterprises (MSEs) Order, 2012- Not Applicable.
  - iii) Purchase Preference to CPSEs-Not Applicable.



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**Form-I to Section II**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED

SUB: CIVIL, STRUCTURAL & UG PIPING WORKS for BCPL, Lepetkata, Assam.

TENDER NO: : SG/B348-000-CI-T-8003/1009

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ **(Name of Bidder)** is:

- (i) not from such a country [      ]
- (ii) if from such a country, has been registered [      ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder is to tick appropriate option (✓ or X) above).***

We further certify that bidder M/s \_\_\_\_\_ **(Name of Bidder)** will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s \_\_\_\_\_ **(Name of Bidder)** fulfills all requirements in this regard and is eligible to be considered.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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**Annexure-I to Section-II**

**Format for Undertaking from TPIA**  
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,

Brahmaputra Cracker & Polymer Ltd.

.....

.....

.....

Dear Sir,

**Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)**

**Ref : Tender no. .... for .....**

M/s. ....having Registered office at.....intend to participate in above referred tender of Brahma Putra Cracker & Polymer Ltd. having registered office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001& project office at Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to

Sign on behalf of the TPIA)

(Seal of the Company)

Name: .....

Contact No.....



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### Appendix-A1 to Section II

#### FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Brahmputra Cracker & POLYMER LIMITED (hereinafter referred to as BCPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the



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contract between the Bidder and BCPL.

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

For and on behalf of  
(Supporting Company)  
M/s.

Witness:

- 1)
- 2)

Witness:

- 1)
- 2)



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

### Appendix-A2 to Section II

#### **GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR** (to be executed on plain paper)

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s BCPL, a company duly registered under the law of India having registered office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001& project office at Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN – 786006 hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number ..... for ..... on ....., and the bidder has submitted it bid number..... in response to the above mentioned tender invited by BCPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender isthat in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the

निविदा संख्या / TENDER NO : SG/B348-000-CI-T-8003/1009 for CIVIL, STRUCTURAL & UG PIPING WORKS for BCPL.



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Supplier has failed



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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**INSTRUCTIONS FOR FURNISHING GUARANTEE**

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**Appendix-A2A to Section II**

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed alongwith the Guarantee.



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# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

## Appendix-A3 to Section II

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY /  
SECURITY DEPOSIT BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING  
COMPANY  
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

|                                            |                                                                                                                       |  |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--|
| To,                                        | Bank Guarantee No.                                                                                                    |  |
| M/s Brahma Putra Cracker & POLYMER LIMITED | Date of BG                                                                                                            |  |
|                                            | BG Valid up to (Expiry date)                                                                                          |  |
|                                            | Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date) |  |
|                                            | Stamp Sl. No./e-Stamp Certificate No.                                                                                 |  |

**Dear Sir(s),**

M/s.

having registered office at \_\_\_\_\_ (herein after called the "SUPPLIER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called CONTRACT) for Brahma Putra Cracker & POLYMER LIMITED having registered office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001& project office at Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head office at \_\_\_\_\_ based on whose experience/technical strength, the SUPPLIER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the SUPPLIER for successful completion of the contract as mentioned above, entered between BCPL and the SUPPLIER and BCPL having agreed that the 'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete financial and other support to the SUPPLIER for successful completion of the contract as mentioned above,



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The said M/s. \_\_\_\_\_ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said SUPPLIER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said SUPPLIER/ and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SUPPLIER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said SUPPLIER(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of BCPL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of

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- the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
11. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

E-mail :

Telephone/Mobile No. :



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

### INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY / SECURITY DEPOSIT " BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

|             |                           |   |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
|-------------|---------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-------------|--|-----|---------|---|--|-----|-------------------------|---|--|
| 1           | BANK GUARANTEE NO         | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| 2           | VENDOR NAME / VENDOR CODE | : | <table><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>                                                                                                                      | NAME |          | VENDOR CODE |  |     |         |   |  |     |                         |   |  |
| NAME        |                           |   |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| VENDOR CODE |                           |   |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| 3           | BANK GUARANTEE AMOUNT     | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| 4           | PURCHASE ORDER/ LOA NO    | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| 5           | BG ISSUED BANK DETAILS    | : | <table><tr><td>(A)</td><td>EMAIL ID</td><td>:</td><td></td></tr><tr><td>(B)</td><td>ADDRESS</td><td>:</td><td></td></tr><tr><td>(C)</td><td>PHONE NO/<br/>MOBILE NO.</td><td>:</td><td></td></tr></table> | (A)  | EMAIL ID | :           |  | (B) | ADDRESS | : |  | (C) | PHONE NO/<br>MOBILE NO. | : |  |
| (A)         | EMAIL ID                  | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| (B)         | ADDRESS                   | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |
| (C)         | PHONE NO/<br>MOBILE NO.   | : |                                                                                                                                                                                                           |      |          |             |  |     |         |   |  |     |                         |   |  |

Signature Not Verified