



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

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

पिनकोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदा संख्या/ E-TENDER

NO:BCPL/C&P/LE23W077SD/02893

Date: 26.07.2023

(e-Tender id no.:_____)

निविदादस्तावेज़ /TENDER DOCUMENT FOR

**HIRING OF SERVICES PROVIDER (AGENCIES) FOR
CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS
FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	16.08.2023 at 14:30Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	17.08.2023 at 15:00Hrs
पूर्व बोली बैठक की तिथि व समय Pre-Bid Meeting Date & Time	:	31.07.2023 at 15:00 Hrs CLICK HERE TO JOIN THE MEETING Meeting ID: 422 698 537 456 Passcode: oEQAVR

ईएमडी मूल्य / EMD Amount	:	Rs. 5,59,390.00
निविदा शुल्क/Tender Fee	:	Not applicable

Submission of EMD is online through SBI MOPS provided in the portal (<https://etenders.gov.in/eprocure/app>). May refer User manual through the link <https://www.bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> for submission of online EMD enclosed with this tender.



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भाग– I
SECTION – I

बोलीहेतुआमंत्रण(आईएफबी)
INVITATION FOR BIDS (IFB)



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SECTION - I

INVITATION FOR BID [IFB]

REF: BCPL/C&P/LE23W077SD/02893

DATED: 26.07.2023

To,

PROSPECTIVE BIDDERS

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)

Dear Sir/Madam,

1.0 Brahma Putra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)	
(B)	TENDER NO. & DATE	Bidding document no.: BCPL/C&P/LE23W077SD/02893 DATED: 26.07.2023 E-tender id no.:	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	☒
		TWO BID SYSTEM	☒
(D)	TYPE OF TENDER	E-TENDER	☒
		MANUAL	☒
(E)	COMPLETION/CONTRACT PERIOD	The contract Period shall be 01 (One) Year from the date as mentioned in the LOA/LOI. Contract shall start within 15 days from the date of LOI/LOA and further may be extended by BCPL for a period of 6 months.	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	☒



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		NOT APPLICABLE	X	
		Amount: Rs. 5,59,390.00 Submission of EMD is online through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app). (Refer clause no.16 of ITB)		
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A		
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From (....Hrs, IST) to (....Hrs, IST) on following websites: (i) http://www.bcplonline.co.in/ (ii) Govt. CPP Portal /BCPL's e-Procurement Portal (e-Portal)- https://etenders.gov.in (iii) Government E-Market (Gem) Portal (iv) PMC, if any:		
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	31.07.2023 at 3-00PM through video Conference on prior intimation of participation by interested bidders to the undersigned. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636. CLICK HERE TO JOIN THE MEETING Meeting ID: 422 698 537 456 Passcode: oEQAVR		
(I)	BID DUE DATE AND TIME (ON OR BEFORE)	16.08.2023 upto 1430 Hrs		
(J)	DATE, & TIME OF UN-PRICED BID OPENING	17.08.2023 at 1500 Hrs.		
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	SAMRAT DUTTA, SM(C&P) sdutta@bcplindia.co.in 7896760769		
(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,		



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In case of the days specified above happens to be a holiday in BCPL, 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 Tender Document.

4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading in the bid on BCPL's e-Portal 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-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-

- i) EMD/Bid Security/Declaration for Bid Security (as applicable)
- ii) Power of Attorney
- iii) Integrity Pact (if applicable)

5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding 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 submit their bid 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 Bid 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 Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

9.0 Any revision, clarification, addendum, 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 the 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 the date of receipt of tender information.

11.0 REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)



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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 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/>).

12.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

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

14.0 BCPL reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.

This is not an Order.

For & on behalf of
For Brahma Putra Cracker & Polymer Limited

[Samrat Dutta]
Sr. Manager [C&P]
E-mail: sdutta@bcplindia.co.in



भाग– II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी)
और
मूल्य बोली मूल्यांकन कार्य प्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical:

1.1.1 Bidder must have experience for Conducting e-auction as a service provider in its own name for large PSU or Govt. Organization with minimum executed “Revenue or Service charge collected” / “Sale or Auctioned Value” in previous seven (07) years to be reckoned from the due date of un-priced bid opening as under:

PROVISIONS	Required No(s). of Contracts	Minimum executed Contract in terms of	
		OPTION-1	OPTION-2
		Revenue / Service Charge Collected (Rs. In Crore)	Sale / Auctioned Value (Rs. In Crore)
1 st Provision	03	1.32	164.67
OR			
2 nd Provision	02	1.65	205.84
OR			
3 rd Provision	01	2.64	329.35

Note:

- Bidder has to fulfill any one provision (1st Provision / 2nd Provision / 3rd Provision) to qualify the BEC clause no. 1.1.1.
- If bidder opt for 1st Provision they have to submit 03 separate contracts whose minimum executed contract in terms of Revenue / service charge collected shall be Rs. 1.32 Crore per contracts (Option-1) or Minimum executed contract in terms of sale / auctioned value shall be Rs. 164.67 Crore per contracts (Option-2). Bidder can also submit 03 separate contracts with mixed options (like 2 contracts with Option-1 & 01 contract with Option-2 or 01 contract with Option-1 & 02 contracts with Option-2).
- Similarly, if bidder opt for 2nd Provision they have to submit 02 separate contracts whose minimum executed contracts in terms of Revenue / service charge collected shall be Rs. 1.65 Crore per contracts (Option-1) or Minimum executed contracts in terms of sale / auctioned value shall be Rs. 205.84 Crs. per contracts (Option-2). Bidder can also submit 02 separate contracts with mixed options (like 01 contracts each from Option-1 & Option-



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2).

d) If bidder opt for 3rd Provision they have to submit only 01 contract whose minimum executed in terms of Revenue / service charge collected shall be Rs. 2.64 Crore (Option-1) **or** Minimum executed in terms of sale / auctioned value shall be Rs. 329.35 Crs. (Option-2).

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

1.1.2 In case of running contract for similar nature of service as mentioned at sl. no. 1.1.1 above, the contract **value** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned at sl. no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner /authorized consultant.

1.1.3 The bidder should be STQC (Standardization Testing and Quality Certification) certified for e-auction.

Note:

a) **‘Executed’ as mentioned in sl. no. 1.1.1 above, means fully executed or completed.**

b) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.

1.1.4 Relaxed Norms for Startups in prior experience criteria:

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startups’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality, technical specifications (scope of work).

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender and the certificate 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.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above for which the startup industry & domain shall be as under:



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INDUSTRY	SECTOR
Auction or relevant to auction	Auction or relevant to auction

In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

However, STQC certificate requirement as specified in BEC clause no. 1.1.3 shall be applicable to startup bidders also.

1.2 BEC- Financial:

1.2.1 TURN OVER:

The **average annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) financial years (**FY: 2022-23 or 2021-22 or 2020-2021**) shall not less than **Rs. 1.65 Crores**.

1.2.2 NET WORTH:

Net worth of the bidder shall be positive as per the last audited financial statement, i.e., FY: 2022-2023.

1.2.3 WORKING CAPITAL:

The **minimum working capital** of the Bidder as per the last audited financial statement, i.e. **FY: 2022-23** shall not less than **Rs. 0.33 Crores**.

Note:

- If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-9**, having net worth not less than **Rs.100 Crores**, confirming the availability of the line of credit for requisite amount to meet the working capital requirement as stated above at 1.2.3.
- Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1, 1.2.2 & 1.2.3 i.e. FY: 2022-23 or 2021-22 or 2020-2021**. In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2022-23** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2022-23 i.e. FY: 2021-22, 2020-21 & 2019-2020**.

1.2.4 **Relaxed Norms for Startups in financial criteria (prior turnover):**

Prior turnover for 'Startup' company [whether Micro & Small Enterprises (MSEs) or



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otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications, (scope of work) and ownership of trucks / containers as specified in the tender document.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without **any prior experience & turnover criteria** as mentioned above and emerges as lowest evaluated bidder, the LOA / Order on such Startup shall be placed as per entire tendered quantity.

However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

- 1.3 **Documents/Documentary Evidence required to be submitted by bidder along with their bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
1.1		Technical Experience Criteria – Document [All documents to be uploaded(submitted) must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]	
1.	1.1.1	Experience against execution of Order/Contract/ LOA.	a) Bidder must submit/upload the Copy of Order/LOA/Contract/ Agreement along with the details of SOR items & scope of work for the similar nature of work as mentioned at BEC sl.no. 1.1.1 above in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/ authorized consultant.
2.	1.1.2	Experience against execution of	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
		running Contract	similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of bid submission. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted/uploaded clearly mentioning the executed VALUE till one day prior to bid submission, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
3	1.1.3	STQC certificate	Bidder must submit/upload the Copy of STQC certificate for e-auction.
4	1.1.4	Experience against ‘Startup’ Company	a) Bidder (having New/Old startup “Certificate of Recognition” as mentioned at 1.1.4) to upload/submit the valid ‘Certificate of Recognition/Registration’ issued by Department for Promotion of Industry and Internal Trade (DPIIT) [formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notarized by notary public with legible stamp. b) Bidder (having Old startup “Certificate of Recognition” as mentioned at 1.1.4) also to upload/submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT (formerly known as DIPP) duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notarized by



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			notary public with legible stamp.
1.2		Financial Experience Criteria- Document <i>[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1 (Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <u>duly Certified/attested by Notary public with legible stamp</u>].</i>	
5.	1.2.1	Annual Turn-over (Not mandatory for start-ups)	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2022-23 or 2021-22 or 2020-21.
6.	1.2.2	Net worth (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2022-23. Start-up bidders also need to mention Net Worth in F-10.
7.	1.2.3	Working capital (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2022-23. <u>If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9 having net worth not less than Rs.100 crores, confirming the availability of line of credit for requisite amount to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).</u> Start-up bidders also need to mention Working Capital in F-9. Line of credit for working capital must be issued on or before the final bid due date of submission. Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years as per BEC clause no. 1.2.1, 1.2.2 & 1.2.3 i.e. FY: 2022-



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			23 or 2021-22 or 2020-2021. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2022-23 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2022-23 i.e. FY: 2021-22, 2020-21 & 2019-2020.
8.		Format, F-10	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-10 (of tender document) duly signed and stamped by a Chartered Accountant only.

Note to above **Bid Evaluation Criteria (point no. 1.0):**

- A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a 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 payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- Bids of Joint Venture / Consortium are not acceptable.
- 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.

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":

 - Documentary evidence/ Certificate by the end-User/ Owner/ PMC, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.
 - Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).
- For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no.1.1.1, then the value of such qualifying



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work only [out of total quantity of composite work] shall be considered for the purpose of evaluation.

- v) **The cut-off date for meeting the criteria of BEC of the tender shall be one day prior to the due date for submission of bid.**
- vi) **Commercial queries pertaining to BEC (Financial):**
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.
- vii) *Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa. For details, relevant clause of ITB to be referred.*
- viii) **Procurement from a bidder which shares a land border with India: Applicable as per ITB.**

B.0 EVALUATION OF BIDS:

2.1 *BCPL 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".*

The evaluation will be done on an overall L1 basis and will be evaluated for award. Total quoted price including GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.

2.2 *Situation of tie to be handled as per ITB provision.*

2.3 CPBG:

The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

OR

2.5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value.

2.4 PPP Policy 2012:



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

NOTE TO "BID EVALUATION CRITERIA [BEC]" [FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- [III] 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.

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भाग- III
SECTION – III

बोलीदाताओंकेलिएनिर्देश(आईटीबी)

INSTRUCTIONS TO BIDDERS (ITB)
[TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)]



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SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Employer as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Meecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to BCPL by the Bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of



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finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the Contract.

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/JV's/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favourof authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.



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The Power of Attorney should be valid till award of contract / order to successful bidder.

- 2.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 **BID FROM "CONSORTIUM"/"JOINT VENTURE" - NOT APPLICABLE**

4 **ONE BID PER BIDDER:**

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.



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5 **COST OF BIDDING:**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 **SITE VISIT:**

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 **CONTENTS OF TENDER DOCUMENT:**

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format**
- Section-IV : General Conditions of Contract [GCC] ***
- Section-V : Special Conditions of Contract [SCC] & Scope of Work
- Section-VI : Specifications and Drawing



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➤ Section-VII : Health, Safety Environment [HSE] Specifications

➤ Section-VIII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

*** General Conditions of Contract –Service is available on BCPL's Tender website

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents.. The RFQ & IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT:

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded BCPL's tendering web site / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.



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- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID:

11.1 IN CASE OF MANUAL TENDERING:

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Class I Bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PP-MII), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from



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the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*. (**Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not**).

- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13'
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) 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.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking



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clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Ready Reckoner for Bidders and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on BCPL's e-portal (<https://etenders.gov.in>) as follows

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal.

11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.



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12 **BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may



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seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where BCPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-



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- 13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals 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.
- 13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 In case BCPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Service Provider / Supplier.

- 13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from [input tax credit](#) to the consumer by way of commensurate reduction



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in prices. The Service Provider / supplier may note the above and quote their prices accordingly.

13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

13.12 GST, as quoted by the bidder in Schedule of Rates, 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 “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- 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.
- 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.

Based on the Total Cash Outflow calculated as above, BCPL shall place orders.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.14 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.



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If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

13.15 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD):

16.1 Bid must be accompanied with earnest money (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) **through SBI MOPS** or 'Insurance Surety Bond' / 'Fixed Deposit Receipt' [in favour of Brahma Putra Cracker and Polymer Ltd.] or '**Bank Guarantee**' **as per the format given in Form F-2 of the bidding documents**. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. [May refer User manual through the link <https://www.bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> for submission of online EMD enclosed with this tender.]



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Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural 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 Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.



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- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING(IF APPLICABLE):

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL e-tendering website against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a



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Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 **FORMAT AND SIGNING OF BID:**

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 ***In case of e-tendering, digitally signed documents to be uploaded as detailed in link of procedure for e-tendering placed at Annexure-III to Section III.***

19 **ZERO DEVIATION AND REJECTION CRITERIA:**

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:**



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Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.

20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated paymentsto Service Providers electronically and to facilitate the payments electronically through ‘e-banking’.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.



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22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BCPL's website/ communicated to the bidders.

23 **LATE BID:**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of BCPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/physical documents shall be returned immediately.

- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 **MODIFICATION AND WITHDRAWAL OF BID:**

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 **IN CASE OF E- TENDERING**

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 **IN CASE OF MANUAL BIDDING**



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The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number:...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 25.1 BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by BCPL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- Only a bidder who has participated in tender can make such representation
 - In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of BCPL shall not be subject to review:
- Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;



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- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 **BID OPENING**

26.1 **Un priced Bid Opening:**

BCPL will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 **Priced Bid Opening:**

26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time.

27 **CONFIDENTIALITY:**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 **CONTACTING THE EMPLOYER:**



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- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.



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29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System } and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security);
or
- vi) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS:

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (i) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- (ii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- (iii) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price,



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then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 **EVALUATION AND COMPARISON OF BIDS:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer Section-II for tie breaker criteria.

33 **COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

34 **PURCHASE PREFERENCE:**

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time. *Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.*

[F] – AWARD OF CONTRACT

35 **AWARD:**

Subject to “ITB: Clause-29.0”, BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be



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rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.

BCPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the



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individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT[CPS/SD]:

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.



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- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.

- 38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

- 38.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/ COERCIVE PRACTICES:

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

- 39.2 ~~The Fraud Prevision Policy document is available on BCPL's website (www.bcplonline.co.in).~~

- 39.3 ~~Name and contact details of nodal officer refer BDS:~~

3.94 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES



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Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet) , MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be



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asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- In case of proprietary MSE, Proprietor(s) shall be Women.
- In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

The above document(s) submitted by the Bidder shall be duly 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.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small



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Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

41 **AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.



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42 **VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. **INCOME TAX & CORPORATE TAX**

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL:**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs.2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. **DISPUTE RESOLUTION**

1. **PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**

i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).



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- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall



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also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

45. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.



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Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

Not Applicable

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49 **PROVISIONS 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 AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience 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 and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick off Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.



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50 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

51 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. **ANJANI PORTAL – Not Applicable**

~~GAIL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmllogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~

~~Further, User Manual is also available on aforesaid portal.~~

53. **DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GCC-Services/SCC.



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However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

~~Further, BCPL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.~~

54. **ORDER TRANSMITTAL SYSTEM: Not Applicable**

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/fmUserLogin.aspx.

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

55. **ASSIGNMENT/SUBLET**

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)-Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.

.....



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Annexure-A

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC 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 50% of the paid up share capital of the bidding company or vice versa.

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

(c) 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 (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
- 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:



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- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.
- (i) 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):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

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:

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

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

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



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Appendix-A1 to Annexure-A

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN 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 Brahma Putra Cracker and Polymer Ltd. (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:

- 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.
- 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.
- The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- 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.
- Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- 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.
- 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.

Witness:

- 1)
- 2)

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

Witness:

- 1)
- 2)



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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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 **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at 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 its 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 is that 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 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



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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/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor 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 / contractor 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/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor 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 / contractor shall be final and shall not be questioned by the Guarantor.



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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 _____

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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Appendix-A2A to Annexure-A

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 along with the Guarantee.



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Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" 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/
ORDER) for Brahma Putra Cracker and 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 (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
CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between BCPL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above,

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.

1. We (name of the bank) _____ registered under the laws
of _____ having head/registered office at _____



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_____ (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.

2. 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.
3. 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/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER 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 CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(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.
4. 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/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid



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- and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
 6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
 7. 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 the place from where the purchase CONTRACT/ORDER has been placed.
 8. 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) _____.
 9. 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.
 10. 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.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

DesignationYours 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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INSTRUCTIONS FOR FURNISHING

"CONTRACT 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.
3. 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 Employer.
4. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (✓) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS		(A) EMAIL ID :			
			(B) ADDRESS :			
			(C) PHONE NO :			



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of



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their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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Form-IA of Annexure-B

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“ HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).”

e-TENDER No.: BCPL/C&P/LE23W077SD/02893

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s_____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which shares a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Form-IB of Annexure-B

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“ HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).”

e-TENDER No.: BCPL/C&P/LE23W077SD/02893

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s_____ (***Name of Bidder***), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) The Bidder does not have ToT with such a country []
- (iii) If the Bidder is having ToT from such a country []
which share a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).”

e-TENDER No.: BCPL/C&P/LE23W077SD/02893

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 (✓) 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: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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Annexure-C

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas



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- (vi) **Procuring Entity** means Brahmputra Cracker and Polymer Limited (BCPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER' / 'CLASS-II LOCAL SUPPLIER' / 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of



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purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders -** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award



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of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).



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(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.



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- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due



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to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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FORM-1 of Annexure-C

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE ONLY FOR
BIDDERS WHO ARE MSE AND CLASS-I LOCAL SUPPLIER)**

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)

TENDER NO: BCPL/C&P/LE23W077SD/02893

Dear Sir

We, M/s_____ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	☐
Preference Under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)	☐

Note:

- Please indicate your preference against only one policy.
- The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- The option once exercised cannot be modified subsequently.
- In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-2 of Annexure-C

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)

TENDER NO: BCPL/C&P/LE23W077SD/02893

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is to further confirm that M/s _____ (*Name of Bidder*) meet the mandatory minimum Local content /Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and BCPL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-3 of Annexure-C

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)
[Applicable for Procurement/Purchase value in excess of Rs.10 Crores]

Not applicable



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Annexure-I

PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.

A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).

A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.

A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;



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- c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied agency.

A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BCPL's rights of audit or access to information.

B Actions against Bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its EMD shall be forfeited.

Further, such agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of Contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.



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The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BCPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BCPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in BCPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months



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2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BCPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, BCPL when :-

- (i) Corporate Vigilance Department, based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.



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- (ii) Corporate Vigilance Department, based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering:



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- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Technical Bid but before opening of Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

- E.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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Annexure-II

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.



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iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

4.0 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants :

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future



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4	VERY GOOD	No further action
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- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

- Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - First Instance: **Holiday (Red Card) for One Years**
 - Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
- Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years**.
 - Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years**.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

- First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.



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Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension**.

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated by EIC:



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Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

- Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - First Instance: **Holiday (Red Card) for One Years**
 - Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for TwoYears**
- Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
 - Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of Two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years** and they shall also to be considered for **Suspension**.

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 **EFFECT OF HOLIDAY**



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- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.
- 10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**
- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.



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- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL.

11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.



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Annexure-1

Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl.No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks



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1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	Marks
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	Marks
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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Annexure-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated(*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-



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vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl.No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks



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i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	Marks
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	Marks
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

(Ready Reckoner to Participate in BCPL e-TENDER through CPP Portal of NIC)

The Ready reckoner for submission of bids is available in BCPL website.
<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf> (tender section of BCPL website)

The user manual for submission of online EMD is also available in BCPL website.
<https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> (tender section of BCPL website)

Please visit the above links

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

Phone: 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-TENDER queries)

Mobile: 8826246593

Email: cphp-nic@nic.in



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Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL													
ITB clause	Description												
1.2	The Invitation for Bids/ Tender no is :												
1.1	The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.												
2.1	The name of the Services to be performed is: <u>HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)</u>												
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE												
B. BIDDING DOCUMENT													
ITB clause	Description												
8.1	For clarification purposes only, the communication address is: SAMRAT DUTTA, SM(C&P) sdutta@bcplindia.co.in 7896760769 Brahmaputra Cracker and Polymer Limited, C and P Department, Administrative Building, PO_Lepetkata, Dist_DIBRUGARH, Assam, Pin Code_786006												
C. PREPARATION OF BIDS													
ITB clause	Description												
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____												
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td> <td>✓</td> </tr> <tr> <td>NO</td> <td>×</td> </tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam</td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> <tr> <td>BCPL Bank details</td> <td></td> </tr> </table>	YES	✓	NO	×	Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	
YES	✓												
NO	×												
Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam												
PAN No.	AADCB2356E												
GST no.	18AADCB2356E1ZY												
BCPL Bank details													



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14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 months from final 'Bid Due Date'.				
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at Lepetkata/Dibrugarh Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account. <i>BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:</i> Account Holder Name : Brahmaputra Cracker and Polymer Limited Bank Name: ICICI Bank Branch Address : HS Road, Dibrugarh IFSC: ICIC0000839 The issuing bank while issuing/amending the <u>BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</u> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Field Number</th><th style="text-align: center;">Particulars (to be mentioned in Row 1)</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">7037</td><td style="text-align: center;">BCPL566911048</td></tr> </tbody> </table>	Field Number	Particulars (to be mentioned in Row 1)	7037	BCPL566911048
Field Number	Particulars (to be mentioned in Row 1)				
7037	BCPL566911048				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22	The E Tender No. of this bidding process is: _____				
22.3, 26 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is : SAMRAT DUTTA, SM(C&P) sdutta@bcplindia.co.in 7896760769 Brahmaputra Cracker and Polymer Limited, C and P Department, Administrative Building, PO_Lepetkata, Dist_DIBRUGARH, Assam, Pin Code_786006				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement:				
38	Contract Performance Security/ Security Deposit				
	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">✓</td></tr> </table>	APPLICABLE	✓		
APPLICABLE	✓				



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	<table> <tr> <td>NOT APPLICABLE</td><td>x</td></tr> </table> Refer Section-II The value/ amount of Contract Performance Security/ Security Deposit The contract performance security shall be 10% of Basic Contract Value (without GST therein). Details as per ITB of Tender document.	NOT APPLICABLE	x		
NOT APPLICABLE	x				
40	Whether tendered item is non-split able or not-divisible : <table> <tr> <td>YES</td><td>✓</td></tr> <tr> <td>NO</td><td>x</td></tr> </table>	YES	✓	NO	x
YES	✓				
NO	x				
41	Provision of AHR Item : <table> <tr> <td>APPLICABLE</td><td>x</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	x	NOT APPLICABLE	✓
APPLICABLE	x				
NOT APPLICABLE	✓				
44.1	Quarterly Closure of Contract <table> <tr> <td>APPLICABLE</td><td>x</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	x	NOT APPLICABLE	✓
APPLICABLE	x				
NOT APPLICABLE	✓				
49	Applicability of provisions relating to Startups: <table> <tr> <td>APPLICABLE</td><td>✓</td></tr> <tr> <td>NOT APPLICABLE</td><td>x</td></tr> </table>	APPLICABLE	✓	NOT APPLICABLE	x
APPLICABLE	✓				
NOT APPLICABLE	x				
54	Applicability of provisions relating to Order Transmittal System: <table> <tr> <td>APPLICABLE</td><td>✓</td></tr> <tr> <td>NOT APPLICABLE</td><td>x</td></tr> </table>	APPLICABLE	✓	NOT APPLICABLE	x
APPLICABLE	✓				
NOT APPLICABLE	x				
11 of IFB	Applicability of provisions relating to GeM Seller ID: <table> <tr> <td>APPLICABLE</td><td>x</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	x	NOT APPLICABLE	✓
APPLICABLE	x				
NOT APPLICABLE	✓				



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SCC	Documents required for accepting the services: Rfer. SCC.
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फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



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F-1 BIDDER'S GENERAL INFORMATION

To,
M/s Brahmputra Cracker and Polymer Ltd.

TENDER NO: BCPL/C&P/LE23W077SD/02893

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: .	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:



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8	Telephone Number /Mobile Number:& Contact Information address where order is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	ISO Certification, if any	[If yes, please furnish details]
11	PAN No.	
12	GST No. (refer sl. no. 7 above)	
13	EPF Registration No.	
14	ESI code No.	
15	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
16	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since	



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	incorporation/ registration has exceed Rs.100Crores.	
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Note: *BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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FORMAT F-2A
DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)

TENDER NO: BCPL/C&P/LE23W077SD/02893

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (**Name of Bidder**) have submitted our offer/ bid no.

We, M/s_____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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FORMAT F-2

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Brahmputra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	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),

In accordance with Tender Document under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Brahmputra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra Cracker and Polymer Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.



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This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- 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.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date: _____

(OFFICIAL ADDRESS)



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INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.



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**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED
BY VENDOR ALONG WITH BANK GUARANTEE**

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EM D	ADVANCE
6	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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F-3

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)
TENDER NO: BCPL/C&P/LE23W077SD/02893

Dear Sir,I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



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F-4

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Brahmputra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	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 “contractor/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 _____ for Brahmputra Cracker
and Polymer Ltd. having registered office at 1st Floor, House No 6
Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which
expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.
_____ (Rupees _____) as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract
Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial
Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER
LTD., in case of default.

The said M/s. _____ 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.

1. We _____ hereby
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made
by M/s. _____ in performing any of the terms and
conditions of the tender/order/contract or in payment of any money payable to
BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without
demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner



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- as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.



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8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. 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.
10. 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.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING "CONTRACT 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.



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- The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
- 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 Employer.
- If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
- Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS	(A)	EMAIL ID	:		
(B)		ADDRESS	:			
(C)		PHONE NO	:			



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AGREED TERMS & CONDITIONS

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).

TENDER NO: BCPL/C&P/LE23W077SD/02893

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Meecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.co.in)] and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	GeM Seller ID on Government e-Marketplace (GeM) is (refer BDS for its applicability)	GeM Seller ID : OR We hereby confirm to obtain GeM Seller ID and communicate to BCPL for



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
		incorporation of same in Purchase Order/ Letter of Acceptance, in case of award on us.
28	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
29.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
30	Bidder confirms bidder has submitted Form-1 & 2 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 [Applicable for Procurement/Purchase value upto Rs.10 Crores]	
31	Bidder confirms bidder has submitted Form-1, 2 & 3 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 [Applicable for Procurement/Purchase value in excess of Rs.10 Crores]	NOT APPLICABLE

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)

To,
M/s Brahmaputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).

TENDER NO: BCPL/C&P/LE23W077SD/02893

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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BIDDER'S EXPERIENCE

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).

TENDER NO: BCPL/C&P/LE23W077SD/02893

Sl. No	Description of the Supply/ Services	PO/ Contr- act No. and date	Full Address & phone nos. of Client.	Postal & nos. of Client.	Value of Contract /Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As per Section-II, 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.



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F-8 (A) **CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwithunpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		



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5.0	Confirm that Undertaking as per Form 1 of Annexure-C to Section-III has been submitted (applicable for MSE and Class I Local supplier bidder).		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-C to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-C to Section-III</i> are submitted. (Applicable for all bidders including MSEs bidders)		
7.0	Confirm that Undertaking as per Form-IA, Form-IB & Form-II to Annexure-B to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS (refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	Work order & completion certificate as per BEC clause no. 1.1.1		Yes/No	
2.	Experience of bidder acquired as a subcontractor	certificate from end user		Yes/No	
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
Financial BEC					
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Year. []	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited	Submitted (Mention specific year	Yes/No	



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		Financial Year.	)		
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted	Yes/No	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. Brahmputra Cracker and Polymer Ltd.

Dear Sir,

This is to certify that M/s (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for BCPL's Tender No. _____ dated _____, 2023 for (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs. _____

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS :

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions on page 2 of 2**

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



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UDIN:

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1. **Instructions** The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.**
6. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Brahmaputra Cracker and Polymer Ltd.

Sub: **HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM)**

Tender No: BCPL/C&P/LE23W077SD/02893

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (Current/Savings/Overdraft/CC account etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Brahmputra Cracker and Polymer Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Brahmputra Cracker and Polymer Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

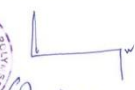
Emp. ID:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
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F-13
INTEGRITY PACT

for Integrity Pact



(Pranjal Kumar Phukan)





ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

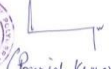
INTEGRITY PACT

INTRODUCTION:

BCPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BCPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

for Integrity Pact

(Pranjali Kumar Phukan)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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ANNEXURE-1

Bidder is required to sign the Integrity Pact with BCPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any BCPL associate.
- f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

for Integrity Pact

(Pranjal Kumar Phukan)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by BCPL, in terms of Integrity Pact (IP) which forms part of BCPL Tenders / Contracts.

- i) Sh. S. Srinivasan [email: s.srinivasan1980@gmail.com]
- ii) Smt. Deepa Krishan [e-mail: deepakrishan@gmail.com]

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sh. S. Srinivasan, email: s.srinivasan1980@gmail.com and Smt. Deepa Krishan [e-mail: deepakrishan@gmail.com] or with CC to them through their

Nodal Officer (presently Pranjal Phukan, CM (C&P)- Email pranjalk.phukan@bcplindia.co.in) in BCPL On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and BCPL authorities concerned for their disposal as per extant guidelines.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

for Integrity Pact

(Pranjali Kumar Phukan)

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Brahmaputra Cracker and Polymer Ltd., a Government of India Public Sector,
(here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as
“Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

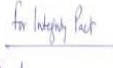


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- iii) The Principal will exclude from the process all known prejudiced persons.

for Integrity Pact


(Praveen Kumar Pandey)

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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for Integrity Pact

(Pranjal Kumar Phukan)

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.



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2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

For Integrity Pact

(Pranjali Kumar Phukia)

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.
4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no



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right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

for Integrity Pact

(Pranjal Kumar Phukan)

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



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4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

For Integrity Pact

(Pranjal Kumar Phukan)

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For Integrity Pact

(Pranjal Kumar Phukan)

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....
.....
.....

Witness 2:

(Name & Address)

.....
.....
.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on BCPL E-Tender portal.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s. Brahma Putra Cracker and Polymer Ltd.

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *___ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *___ and *___ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahma Putra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahma Putra Cracker and Polymer Ltd.

We further absolve Brahma Putra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place: [Signature of Authorized Signatory of Contractor]

Date: Name:

Designation:

Seal:



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भाग- IV
SECTION – IV
संविदाकी सामान्य शर्तें जीसीसी(
GENERAL CONDITIONS OF CONTRACT (GCC)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

Dear Sir,

In reference to the Tender number BCPL/C&P/LE23W077SD/02893 dated _____, I/we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I/ We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: https://bcplonline.co.in/UploadFiles/GCC_Services.pdf

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. BCPL /

dated -----

Contract Agreement for the Services of ----- of Brahma Putra Cracker and Polymer Ltd. made on ----- between (Name and Address)-----, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Brahma Putra Cracker and Polymer Ltd. hereinafter called the "Employer" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does



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hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
behalf of Employer.
Brahmaputra Cracker and Polymer Ltd.

Signed and Delivered for and
on behalf of the Service Provider
Name of the Service Provider

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____



भाग- V
SECTION – V

संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप
**SPECIAL CONDITION OF CONTRACT
(SCC) & SCOPE OF WORK**



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SPECIAL CONDITIONS OF CONTRACT

- a) BCPL will not entertain any dispute nor be a part of any dispute between the unsuccessful bidders and the Service Provider.
- b) In case of any breach in the terms and conditions accepted by Service Provider, BCPL reserves the right to terminate the contract any time during its currency without assigning any reasons thereof.
- c) Service Provider shall conduct e-auction directly and shall not appoint any subcontractor/auctioneer/trader for this purpose.
- d) BCPL reserve the rights to withdraw or add any product/products/lot before it is put up for sale through e-auction and also to modify, alter terms and conditions of sale.
- e) BCPL shall allow inspection of materials to all interested prospective buyers before the e-auction on pre-declared date(s) and time and under adequate authority of the service provider in writing.
- f) Inco-term for sales would be EXW. Customers will arrange for trucks/tankers for lifting the material. In case of change in Inco-term, same will be informed prior to Service Provider prior to auction catalogue preparation.
- g) BCPL reserves the right to enter into parallel contracts for the same job during the currency of the contract and the bidder/Service Provider shall confirm his acceptance of the same.
- h) The Service Provider shall not disclose or rent or lend to any third party, any information, data, record whether in electronic media or any other media related to providing the service to BCPL. This will include all back-end data captured by the web server related to the visitors to the site including time logs, audit trails and footprints caused by the incoming traffic into web server.
- i) The Service Provider(s) shall not communicate or use in advertising, publicity, sales releases or in any medium, photographs or other reproduction or works under the contract or descriptions of the size, dimension, quantity, quality or other information concerning the service unless prior written permission has been obtained from BCPL. The Service Provider shall not, without BCPL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BCPL in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- j) The Service Provider(s) shall obtain all the required statutory and other clearances (both prevailing as well as those which may become statutory in future) from the respective Competent authorities. The Service Provider(s) shall be responsible for complying with all the clearances obtained by them and also all the applicable/prevaling laws, rules, regulations, policies, procedures and guidelines of the Govt. of India and the State where the service is provided.



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- k) The Service Provider should be ready to start conducting all the specified activities as detailed in scope of services within **1 month from the date of award of contract.**
- l) **LIQUIDATED DAMAGES:** As per GCC (General terms and Conditions).
- m) The service provider has to fill up the details in the below mentioned format:

SL. NO.	PARTICULARS	REMARKS
1	Name of Organization	
2	Year of Establishment	
3	Name of Proprietor/Partners/Directors of the Firm	
4	Status of the Firm	Proprietorship Firm/Partnership Firm/Limited Liability Partnership (LLP) firm/Public Limited/Pvt. Ltd/Govt. Dept./PSU/Others. If others specify_____ (enclosed relevant certificates/partnership deed/certificate of registration, as applicable)
5	Name of Power of Attorney Holders of bidders	
6	Address of registered office	
7	ISO Certification, if any	
8	PAN No.	
9	GST No.	
10	Whether bidder is a startup or not	
11	Whether bidder is a MSME or not	
12	Annual Turnover	2022-23/ 2021-22/2020-21
13	Past Experience in similar field (client, workorder etc)	
14	Employee Strength (Organogram to be enclosed)	
15	Whether blacklisted in any PSU	

PAYMENT TERMS:

E-AUCTION AGENCY shall submit monthly bills to the Engineer-in-Charge (EIC) for certification along with relevant documents in support of the claims. Payment to E-AUCTION AGENCY will be made after due scrutiny of the bills. Bills should be complete in all respects and should be submitted in an error free manner to EIC. For Charges paid by E-AUCTION AGENCY, on behalf of BCPL, reimbursement will be done on submission of receipts. GST thereon, shall be paid extra by BCPL, as applicable.

Tax Deduction at Source (TDS): TDS shall be applicable at the time of payment of E-AUCTION AGENCY's bills. BCPL will not pay any extra amount on account of any permit or



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license that is required to be obtained by the E-AUCTION AGENCY in course of execution of the contract. It may be noted that if the quoted price by the customers for a product is less than the reserve price/base price and subsequently sold at negotiated price, those quantity/transaction value sold through negotiations will not be eligible for payment of service charges to the Service Provider.

PENALTY

As per Clause No:4 of Scope of Work (SOW).

PERIOD OF CONTRACT:

The period of contract shall be valid for a period of 12 months starting from the date as mentioned in the LOI/Work order. However, BCPL reserves the right to extend the contract for a further period of six months on the same terms and conditions or terminate the contract at any time by giving one (01) month notice without assigning any reason thereof.

THE CONTRACT RATES:

Service charges should be quoted in % and will be fixed for one (01) year contract period. The % rate quoted should be exclusive of all taxes, duties, levies and other liabilities which are applicable to the tenderer, in connection with discharge of his obligations under this contract. The quoted rates shall remain firm during the contract period and no escalation, will be granted on whatsoever ground. Please note that, the monthly sales value is the quantity delivered/sold multiplied by the total price exclusive of taxes and duties less all applicable discounts. Discount may be pre/post sale.

Formula: % x Sales value = Service Charge

Note: Estimated sales value for 12 months is ₹ 348,88,61,040 /- exclusive of all taxes, duties, levies and other liabilities and is based on approximation and are subjected to change depending upon market dynamics. BCPL will not be responsible for any variations in the actual sales value for the period of contract against the indicated value and no compensation whatsoever will be payable to the service provider. The likely estimated sales value is mentioned only for the purpose of facilitating evaluation and comparison of bid. It may be noted that if the quoted price by the customer for a product is less than reserve price and subsequently sold at negotiated price as per negotiation with BCPL, those quantities/ transaction value sold through negotiations will not be eligible for payment of service charges to the service provider.

CONTRACT PERFORMANCE

The Contractor's overall performance regarding each and every condition will be closely monitored and if it is assessed that the Contractor has failed to fulfil his contractual obligations efficiently, the company shall reserve the right to make alternative arrangement as per the general conditions of the contract. In case, either of the Service Provider is under performing, BCPL reserves the right to distribute the work to another party at risk and cost of present party.

SCOPE OF WORK



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1. The E-auction Agency would be responsible for sale of BCPL By-products like Hydrogenated Pyrolysis Gasoline (HPG) and WASH OIL and in future, as per requirement other LHC byproducts like CBFS, SLOP OIL, and also, Liquid Nitrogen if the need arises through e-auction.
2. BCPL shall inform the Service Provider of the date, time, specification of the products to be auctioned along with their description, location, quantity, rate of sales tax/other duties applicable and other necessary information required for e-auction. BCPL shall be the final authority for terms of sale and also regarding the date and time of e-auction.
3. The Service Provider shall conduct e-auction on the appointed date and time in a fair and transparent manner or such other dates if re-scheduled.
4. The service provider should ensure the complete lifting of monthly booked quantity by the customers. In case of any shortfall in the lifting of the total monthly booked quantity (HPG, wash oil cumulative), the following penalties will be levied on the service provider:
 - i) For shortfall in the lifting of the total monthly booked quantity by 25 MT-0.5% of monthly contract value
 - ii) For shortfall in the lifting of the total monthly booked quantity by 50 MT – 1 % of monthly contract value
 - iii) For shortfall in the lifting of the total monthly booked quantity by 75 MT – 1.5 % of monthly contract value
 - iv) For shortfall in the lifting of the total monthly booked quantity by 100 MT – 2 % of monthly contract value
 - v) For shortfall in the lifting of the total monthly booked quantity by 125 MT – 2.5 % of monthly contract value
 - vi) For shortfall in the lifting of the total monthly booked quantity by 150 MT – 3 % of monthly contract value
 - vii) For shortfall in the lifting of the total monthly booked quantity by 175 MT – 3.5 % of monthly contract value
 - viii) For shortfall in the lifting of the total monthly booked quantity by 200 MT – 4% of monthly contract value
 - ix) For shortfall in the lifting of the total monthly booked quantity by 225 MT – 4.5% of monthly contract value
 - x) For shortfall in the lifting of the total monthly booked quantity by 250 MT and beyond/more – 5 % of monthly contract value
 - **The monthly contract value is total annualised contract value (excluding taxes) divided by 12 [monthly contract value = total annualised contract value (excluding taxes)/12] .**
5. The Service Provider shall, upon receipt of proposals in writing from the BCPL, arrange for wide publicity about each sale through e-mail, internet and other telecommunications modes (other than print media) at its own costs and expenses.
6. The Service Provider shall, at his own cost, conduct a market survey of the products through his own means before each e-auction and submit report to BCPL regarding pricing, market volume, customer base etc.



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7. The Service Provider should submit to BCPL the market report of products along with predicted price of the product to be auctioned, at least one week in advance for fixing Reserve Price/Base Price by BCPL.
8. BCPL shall be the final authority for finalizing Reserve price/Base price for auction and can utilize its own marketing expertise for deriving an appropriate Reserve price/Base price for auction.
9. The service provider will not charge any amount in the form of registration fee or in any other head from the prospective bidder for participating in the e-auction.
10. The Service Provider shall prepare detailed e-auction catalogue showing LOT, Description of Product, Quantity, Quality etc. and shall make available such catalogue in its website at least 7 days before the date of e-auction along with any other relevant information as provided by the BCPL. However, in case of exigencies, such a catalogue may be made available on the website at a lesser period of notice before the scheduled date of e-auction.
11. BCPL shall approve the e-auction catalogue including the terms and conditions of sale before the same are hosted on the website.
12. The Service Provider would identify and qualify potential bidders, try to ensure maximum participation of potential bidders, provide help and support to bidders during the bidding process and to market BCPL's by-product among potential bidders through effective awareness measures. The Service Provider shall also inform potential bidders regarding terms and conditions of sale/ delivery.
13. The Service Provider shall not only display the e-auction catalogue but also distribute it through their offices situated across India at their expense only. The Service Provider shall provide BCPL sufficient proof of advertisement or intimation given to prospective buyers by way of list of parties, their address, contact person, contact numbers, fax etc. along with mode of contact.
14. The Service Provider shall formulate the terms and conditions for conducting e-auction which should include the following:
 - a. Registration of those bidders who have accepted the terms and conditions for online forward auction notice of BCPL.
 - b. Assign user id & password to the bidder along with letters of interest from the bidders for each e-auction.
 - c. Method of registering customers for online bidding, method for correction of bonafide mistake by the bidder like provision to confirm the bid.
15. The Service Provider shall submit the highest bid report with a list of successful bidders and detailed bid history report to BCPL within 1 working day of close of auction.
16. The Service Provider would provide BCPL with necessary information for settlement of any customer complaints pertaining to the bidding process.
17. The Pre-Bid EMD for each product shall be decided by BCPL. The Service Provider shall collect such Pre-Bid EMD from all eligible bidders. On receipt of intimation from BCPL, the Service Provider shall return the pre-bid EMDs of unsuccessful bidders. Also, after fulfillment of sales offer, on receipt of intimation from BCPL, the Service Provider shall return the pre-bid EMDs.



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18. The Service Provider shall be liable to carry out all reasonable instructions / directions, which may be given by the BCPL concerning the conduct of e- auction hereby agreed to be done by the Service Provider.
19. The Service Provider undertakes to maintain strict confidentiality and shall not disclose / transfer any information or data to any third party for the auctions conducted by them for BCPL.
20. BCPL would provide lifting details on a monthly basis and Service Provider would raise bills towards service charges on a monthly basis after successful completion of auction and post auction activities.
21. Service provider shall coordinate with customers for all pre-sale and post -sale activities including collection of bids, collection of statutory datas, placement of truck/tankers and ensure dispatch as per the mentioned schedule for fulfillment of sale offer. Service provider to ensure complete lifting by each customer for complete dispatch of auctioned quantity of product. In case, lifted quantity is lesser than auctioned quantity, BCPL will levy penalty on bill submitted by service provider.
22. Service provider shall coordinate with BCPL's Engineer-in charge (EIC) or concerned officer designated for planning of sales and auction of the by-product.
23. Especially in the case of sales of LHC by-products like HPG, Wash oil, Slop Oil, CBFS etc. the service provider has to ensure all documentation for statutory compliances and ensure submission by customer to BCPL.
24. Any other activities related to Sales and distribution of By-products of BCPL.
25. The Service Provider shall solely be responsible to bear/any or all demurrage or any other charges imposed by any authorities wrt. holding of material / detention charges / imposed due to whatsoever reason.
26. The Service Provider shall also solely be responsible for complying with all the conditions of all agencies involved in sale of by-products. The Service Provider shall also be responsible and liable for arranging documents for statutory compliance from customers/agencies/authorities etc. and liaison with all authorities, including state or central agencies.
27. The Service Provider should coordinate to ensure that the material under loading at plant is the same which is meant for sale. They should also be required to be in touch with the officials of BCPL for day-to-day sales and distribution activities.
28. In case of loss/theft of the consignment from the time of loading in Truck/Tanker at Lepetkata to delivery at customer, the Service Provider shall coordinate with customer in matters whatsoever.
29. The Service Provider shall ensure sale of by-products and no malpractice is been done by the customers. In case of malpractice, the Service Provider shall coordinate with customer/ authorities/police etc. in matters whatsoever. BCPL will be indemnified by customers and Service Provider.
30. Auction of any other new LHC products like HPG-2 and allied by-products (produced after commissioning of the second stage HPG hydrogenation plant) apart from the ones mentioned in point no. 1 of the scope of work.

Note:

- BCPL will fix base price/reserve price.



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भाग- VI
SECTION-VI

स्वास्थ्यसुरक्षापर्यावरण [एचएसई] विनिर्देश/

HEALTH, SAFETY
ENVIRONMENT [HSE] SPECIFICATIONS



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SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



भाग- VII
SECTION – VII

दरअनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)
(To be uploaded in Folder –I (Techno-commercial part))

*[Do not quote here. Only confirm that you have uploaded the Priced SOR in Folder II
(Finance /Price folder)]*



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PRICE SCHEDULE / SCHEDULE OF RATES (SOR)
[PART - I - UN-PRICED BID]

E-TENDER NO: BCPL/C&P/LE23W077SD/02893

NAME OF WORK: HIRING OF SERVICES PROVIDER (AGENCIES) FOR CONDUCTION E-AUCTIONS FOR SALE OF BCPL BY-PRODUCTS FOR A PERIOD OF 01 YEAR FOR BCPL, DIBRUGARH (ASSAM).

SL. NO.	DESCRIPTION OF THE ITEM	UQC	QTY	SAC CODE	UNIT RATE (IN RS.)	AMOUNT (IN RS.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1.	SALE OF BY PRODUCTS THROUGH E-AUCTION	%	348,88,61,040		Quoted	Quoted
A	TOTAL SERVICE CHARGES exclusive of GST (Rs.)					Quoted
B	Rate of GST applicable (%)					Quoted
C	Amount of GST (Rs.)					Quoted
D	Grand Total of Contract Value of all SOR items in Figure (Including GST): (Sl. No. A+ Sl. No. C) (Rs.)					Quoted
E	Signature of Authorized Representative:					
F	Name of authorized person submitting the tender on behalf of the Bidder(s):					
G	Designation of authorized person:					
H	Name of Firm / Contractor/Owner:					
I	Address of Firm / Contractor/Owner:					
J	Date:					

NOTE

1	BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.
2	BIDDERS TO MENTION/INDICATE IN WORDS "QUOTED/NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS USING BALL POINT PEN WITH BLUE INK
3	BIDDERS TO INDICATE SAC (S)



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SCHEDULE OF RATES
[SOR]
(TO BE SUBMITTED IN e-MODE IN NIC CPP
PORTAL)
<https://etenders.gov.in/eprocure/app>

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

Mobile : 8811017320

Email : etender@bcplindia.co.in

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8826246593

Email : cphp-nic@nic.in