



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: डिब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 6900177247/ PHONE NO. 6900177247

INVITATION FOR EXPRESSION OF INTEREST (EoI)

AND

TENDER FOR

**"DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING
PALLADIUM FROM BCPL, DIBRUGARH"**

[EoI cum Tender number: **BCPL/C&P/Spent Catalyst/25-26/28/AJD dated 27.02.2026**]

Earnest Money Deposit (EMD):

Bidders are required to submit their EoI along with an **EMD of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only)**. The EMD must be submitted online (refer clause 8.0 (e) for bank details) and its receipt/details must be uploaded along with the EoI.



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भाग – I
SECTION – I

अभिरुचि की अभिव्यक्ति (ई ओ आई) के लिए आमंत्रण सूचना
NOTICE INVITING EXPRESSION OF INTEREST (EoI)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION - I

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Ref. No. BCPL/C&P/Spent Catalyst/25-26/28/AJD

Dated: 27.02.2026

To,
PROSPECTIVE BIDDER(S)

SUB: DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL,DIBRUGARH

Dear Sir/Madam,

- 1.0 BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata (A Government of India Enterprise) invites Expression of Interest(EoI) and subsequent bids from bidders for the subject job/works in complete accordance with the following details and enclosed Tender Documents. Material offered for sale consists of waste spent catalyst containing recoverable palladium, classified as waste & scrap and intended solely for precious metal recovery / refining purposes.
- 2.0 Interested bidders need to submit their intention to bid (hereinafter termed as Expression of Interest – EOI) for the tender by submitting requisite documents in support of PQC/BEC of the tender. Bidders, who get qualified against the EOI, will be invited to witness the sampling activity at BCPL site and collection of samples for the purpose of their Lab, Testing/Analysis and subsequent submission of Techno-Commercial Bid & Price Bid.
- 3.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE / JOB	DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL,DIBRUGARH					
(B)	BCPL TENDER NO. & DATE	BCPL/C&P/Spent Catalyst/25-26/28/AJD dated 27.02.2026					
(C)	TYPE OF BIDDING SYSTEM	02(Two) Bid System. a) Stage 1: EOI (Expression of Interest) along-with PQC/BEC document submission and EMD b) Stage 2 :Unpriced Techno-commercial Bids evaluation c) Stage 3: Priced Bid evaluation					
(D)	COMPLETION SCHEDULE / PERIOD OF CONTRACT	Details as per Special Condition of Contract (SCC) & Scope of Work (SoW).					
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td>☒</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> EMD to be submitted along-with the EoI. Bidders are required to submit their EoI along with an EMD of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only). The EMD must be submitted online (refer clause 8.0 (e) for bank details) and its receipt/details must be uploaded along with the EoI.		APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒						
NOT APPLICABLE	☐						

" DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH
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(E1)	DECLARATION FOR BID SECURITY	Not applicable.
(F)	DATE, TIME & VENUE OF PRE-BID MEETING	10.03.2026 at 3-00 pm through video Conference on prior intimation of participation by interested bidders to the e-mail id: dhruvad.rajkhowa@bcplindia.co.in / ajdutta@bcplindia.co.in. Interested bidder may also like to visit BCPL for physical pre-bid meeting on the said date and time Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 8876025415/ 8811098520 e-mail: dhruvad.rajkhowa@bcplindia.co.in/ ajdutta@bcplindia.co.in.
(G)	DUE DATE & TIME OF EoI (ON OR BEFORE)	26.03.2026 upto 14:30 Hrs.
(H)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Shall be intimated to PQC qualified bidders in due course of time.
(I)	CONTACT DETAILS OF TENDER DEALING OFFICER	i) Name: Sh. Dhruvad Rajkhowa, Mgr.(C&P) Contact No.: 8876025415 e-mail: dhruvad.rajkhowa@bcplindia.co.in ii) Name: Sh. Arun Jyoti Dutta, Chief Manager(C&P) Contact No.: 8811098520 e-mail: ajdutta@bcplindia.co.in
(J)	DEALING BCPL'S OFFICE ADDRESS	BRAHMAPUTRA CRACKER AND POLYMER LIMITED (A Government of India Enterprise) Contract & Procurement (C&P) Department Administrative Building PO: Lepetkata Distt.: DIBRUGARH, Assam Pin Code: 786006.

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied w.r.t bid opening and pre-bid meeting etc.

3.0 EoI & subsequently the Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The Notice Inviting EoI is an integral and inseparable part of the bidding document.

4.0 EoI & subsequently the Bid must be submitted only on e-tender portal (<https://etenders.gov.in>). Further, the following documents in addition to uploading the EoI on e-tender Portal shall also be submitted in Original (in physical form) to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III] **within 10(Ten) days from the EoI Due Date**, provided the scanned copies of the same have been uploaded in e-tender Portal by the bidder along with EoI within the Due Date & Time,:

- Non-Disclosure/ Secrecy Agreement
- EMD/Bid Security
- Power of Attorney
- Integrity Pact (as applicable)

" **DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH**
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- 5.0 Bidder(s) are advised to submit their EoI/bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 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)/ Special Conditions of Contract as specified in Tender Document.
- 7.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only (www.bcplonline.co.in & <https://etenders.gov.in>). Bidders are requested to visit the website regularly to keep themselves updated.
- 8.0 Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.
- 9.0 **PRIORITY OF CONTRACT DOCUMENTS:**

The priority of the documents forming the Contract shall be as follows :

- i) Delivery Order
- ii) Sales Order
- iii) Notice Inviting EoI
- iv) SCC & SOW
- v) ITB
- vi) GCC

This is not an ORDER.

For & on behalf of BRAHMAPUTRA CRACKER & POLYMER LIMITED

[Arunjyoti Dutta]
Chief Manager[C&P]
Mobile No.: 9435736432
e-mail: ajdutta@bcplindia.co.in



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FORMAT OF EoI

(to be submitted in bidder's letter head)

Bidder's Ref. No.:

Date:

To,
GM (C&P),
BCPL, Lepetkata
Dibrugarh-786006
Assam

Dear Sir,

This has reference to the EOI cum Tender No. ----- dated----- published in CPP Portal for disposal of 'Waste Spent catalyst containing Palladium' of BCPL .

We are interested in participating in the said disposal process on the terms stated in the EOI and Tender document.

We also confirm that we have agreed for the Sampling Procedure , Assay determination , Pricing mechanism and final settlement stipulated in the tender.

We confirms that all the items of the SOR shall be quoted.

We further confirm that the spent catalyst shall be used for extraction of palldium only and not for any other purpose.

Name of Bidder :

Address and contact details of bidder:

GST Registration No.:-----

Income Tax PAN:-----

Thanking You,

Signature of Authorized Signatory

(Name & designation and Co. Seal)



भाग – II
SECTION – II

पूर्व-योग्यता मानदंड (पी क्यू सी) /
तकनीकी बोली मूल्यांकन मानदंड (बी ई सी)
PRE-QUALIFICATION CRITERIA (PQC) /
TECHNICAL BID EVALUATION CRITERIA (BEC)



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SECTION - II

PRE-QUALIFICATION CRITERIA (PQC)/ TECHNICAL BID EVALUATION CRITERIA (BEC)

- a) Authorization certificate from the State Pollution Control Board (SPCB) /Central Pollution Control Board (CPCB) as specified in Schedule IV [See Rules 6 (1) (ii) and 6(2)] for handling and management of hazardous waste in accordance with HWM Rules 2016.

Documents Required	Valid authorization letter from SPCB/CPCB for handling of the spent catalyst.
[Certified by Notary Public]	Information on Bidders facility

- b) Bidder also to submit copy of valid Consent to Operate (CTO) for Reprocessing, Recycling of Spent catalyst, granted by State Pollution Control Board under the Water (Prevention & Control of Pollution) Act, 1974, and the Air (Prevention & Control of Pollution) Act, 1981.

Documents Required [Certified by Notary Public]	Valid document on Consent to Operate
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- c) Past Experience Criteria: Bidder should have successfully completed / executed purchase of Palladium/Platinum based spent catalysts during last 10 years ending last date of month previous to the one in which EOI is invited and reclaimed noble metal from the spent catalysts.

Documents Required [Certified by Notary Public]	Sales order/Delivery Order copy and completion certificate as a proof of execution of the sales order.
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- d) Bidders are required to sign a Confidentiality Agreement(CA) with the original catalyst supplier (M/s Sud-Chemie) as per the attached format at Annexure-V of Section-V (SCC). The duly filled up Confidentiality Agreement in the prescribed format, signed and stamped from bidders end need to be submitted along with Expression of Interest.

Documents Required	Valid Confidentiality Agreement with a confirmatory letter/e-mail from M/s Sud-chemie (who are already in possession of such agreement) Or
	Signed valid confidentiality agreement of current date



भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आई टी बी) और प्रारूप
[बोली-प्रक्रिया डेटा पत्रक (बी डी एस) के साथ पढ़ा
जाए]

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



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SECTION-III

INSTRUCTION TO BIDDERS

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" DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH
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Related to ITB:

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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 [GCC]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /BidDocument**”) 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 "Instructions to Bidders [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 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.



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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 their 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 favour of 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



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Secretary / MD / CMD / CEO.

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 BIDS FROM "CONSORTIUM" - 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/



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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.

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] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

- 7.1 The contents of Bidding Documents / Tender Document are those stated below shall be

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'Bid specific Additional Terms and Conditions (ATC)' of Tender document, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I: NOTICE INVITING EXPRESSION OF INTEREST (EoI)*
- Section-II: PRE-QUALIFICATION CRITERIA (PQC)/ TECHNICAL BID EVALUATION CRITERIA (BEC)
- Section-III : Instructions to Bidders [ITB] Forms & Format**
- Section-IV : General Conditions of Contract [GCC] ***
- Section-V : Special Conditions of Contract [SCC] & Scope of Work[SOW]
- Section-VI : Health, Safety Environment [HSE] Specifications
- Section-VII : SCHEDULE OF RATES (SOR)

*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 maybe 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 "Request for Quotation [RFQ] & Invitation for Bid (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 on tendering website / 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



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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 NIC portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 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 EoI/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 "**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) Agreed Terms and Conditions', as per 'Form F-5'
 - (d) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
 - (e) Duly attested documents in accordance with the "PQC/BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - (f) 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.
 - (g) Copy of EMD



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- (h) 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
- (i) All forms and Formats including Annexures
- (j) 'Integrity Pact' as per 'Form F-13'.
- (k) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (l) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (m) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as confirmation that the prices are quoted in requisite format.
- (n) Any other information/details required as per Bidding Document

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

- i) The Prices are to be submitted strictly as per the Price bid /Schedule of Rate of the bidding document. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

Further, Bidders must submit the original EoI, secrecy agreement, 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, super-scribing the details of Tender Document (i.e. tender number & tender for) within 10 days of EoI end date.

Bidders are required to submit the EMD in original by Due Date and Time of EoI 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 EoI 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 10 days from the Due Date of EoI Opening, failing which the EoI will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of



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EMD was earlier uploaded by the Bidder.

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)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for issuing the **Sale Order/ Delivery Order** by BCPL.

12.2 Bidder shall quote for all the items of Price bid/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 including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

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.

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.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bids 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



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e-mail. 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 EoI must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

EoI 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 The bidder can also submit the EMD through online banking transactions i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of BCPL's Bank Account are mentioned under BDS. 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 **EoI** /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 **EoI** is likely to be considered as **EoI** not accompanied with EMD. Further, in case of online transactions, submission of EMD in original is not applicable.

16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD.

16.4 Any **EoI** not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged only after the completion of the disposal activity & submission of No Claim Certificate.

16.7 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).



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- (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 Sale Order/ Delivery Order.
- (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause No. 38"

16.8 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/) 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 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.

16.9 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.

16.10 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**

Not applicable.

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 specified in IFB. It is expected that the 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.

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



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be made by the Employer exclusively through the issue of a 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 EoI & subsequently 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 or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the EoI & the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The EoI & the Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA:

19.1 ZERO DEVIATION: Deviation to terms and conditions of Bidding Documents may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Bidding Documents only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Bidding Documents 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 Bidding Documents without deviation(s) or reservations. 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



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undergone change since then.

19.2 **REJECTION CRITERIA:**

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond
- (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) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (h) Force Majeure & Applicable Laws
- (i) Integrity Pact, if Applicable
- (j) 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 payments to 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 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) / e-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents.
- 22.2 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



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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 shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
- 23.3 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.
- 23.4 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.

24 MODIFICATION AND WITHDRAWAL OF BID:

Modification and withdrawal of bids shall be as follows:

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 24.2 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.

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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 must be sent upto 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:

- (i) Only a bidder who has participated in tender can make such representation
- (ii) 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:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the **H-1** 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 unpriced bids at the schedule date & time.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

27 CONFIDENTIALITY:



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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:

- 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 PQC/ "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security
 - (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 Purchaser 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



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in Tender Document.

- ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser'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.

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
- 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
- v) 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:** Not Applicable

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

Not Applicable. All bids submitted must be in the currency specified at clause No. 14 of ITB.

32 **EVALUATION AND COMPARISON OF BIDS:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-V of

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Tender Document on highest bid basis.

[In case of a tie at the highest bid (H-1) position between two or more bidders, the Sale Order/Delivery Order will be placed on the bidder who has higher/ highest turnover in last audited financial year.]

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE:

Not applicable.

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 highest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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]/ SALE ORDER:

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award/ Sale Order 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)”/ Sale Order. The Contract shall enter into force on the date of FOA/ Sale Order and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider).

36.2 EMD of H1-bidder shall be converted to CPS (Contract Performance Security), and will be returned only after the completion of the disposal activity & submission of No Claim Certificate.

37 SIGNING OF AGREEMENT: NA

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

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.

3.94 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF

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VENDORS/ SUPPLIERS / CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

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):

Not applicable.

41 AHR ITEMS

Not applicable.

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**



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As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not filed 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:

NA

44. DISPUTE RESOLUTION MECHANISM

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).
- (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.
- (i) 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.
- (ii) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract
- (iii) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

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 Conciliation in accordance with the BCPL Conciliation Rules, 2025 as below:

2. CONCILIATION

Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2025 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per above clause, may be referred for conciliation in accordance with BCPL Conciliation Rules 2025 as amended from time to time. A copy of the said rules have been made available on BCPL web site i.e., <https://bcplonline.co.in/>.



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Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and BCPL Conciliation Rules, 2025. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

3. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 3.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, and Conciliation as per BCPL Conciliation rules, 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 3.1 below or Institutionalized Arbitration as provided at Clause 3.2 below, the remaining clauses from 3.3 to 3.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 3.1 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))/ Panels of Arbitrators maintained by Gauhati High Court 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

- 3.2 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 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.

- 3.3 The cost of arbitration proceedings shall be shared equally by the parties.



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- 3.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam only.
- 3.5 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 Guwahati.
- 3.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.10 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.
- 3.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 10 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 10 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

4. 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 its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

The above provisions shall supersede provisions relating to 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



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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.

52. ASSIGNMENT/SUBLET

The following is added to 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-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 Purchaser 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 the concerns within the sphere of effective influence of banned/ suspended agencies. 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 firm.
 - (c) substantial or majority shares are owned by 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.



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(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, during execution of Contract, 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.

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.

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:



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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 CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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:



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Sl. 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
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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted 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

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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, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non-performance 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 process:



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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 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.
- 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.

iii) Initiation of Measures:



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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:

- Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- 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

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- 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.
- 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
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.



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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:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) First Instance: **Holiday (Red Card) for One Year**
 - (b) 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**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) 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.**
 - (b) 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**
 - (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: **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 relevant clause 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).



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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 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

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- 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.
- Depending upon Performance Rating, following action shall be initiated by EIC:

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

- 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.
- When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
 - 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



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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:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: **Holiday (Red Card) for One Year**

(b) 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**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) 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.**

(b) 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**

(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: **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 relevant clause 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 subsequence instances of poor/ non-performance in other ongoing order (s)/ contract



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(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:**

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 party 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.



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- 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 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.
- (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 two 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-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 (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

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-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: cppp-nic@nic.in



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL								
ITB Clause	Description							
1.1	The Employer/Owner is: BRAHMAPUTRA CRACKER AND POLYMER LIMITED							
2.1	The name of the Services to be performed is: " DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "							
3	BIDS FROM CONSORTIUM / JOINT VENTURE- NOT APPLICABLE							
B. BIDDING DOCUMENT								
ITB Clause	Description							
8.1	For clarification purposes only, the communication address is: i) Name: Sh. Dhrupad Rajkhowa, Mgr.(C&P) Contact No.: 8876025415 e-mail: dhrupad.rajkhowa@bcplindia.co.in ii) Name: Sh. Arun Jyoti Dutta, Chief Manager(C&P) Contact No.: 8811098520 e-mail: ajdutta@bcplindia.co.in							
C. PREPARATION OF BIDS								
ITB Clause	Description							
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): Refer SCC & Scope of Work							
12	Additional Provision for Schedule of Rate / Bid Price are as under:							
12 & 13	Details of Buyer: <table><tr><td>Services to be rendered at</td><td>BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam</td></tr><tr><td>PAN No.</td><td>AADCB2356E</td></tr><tr><td>GST No.</td><td>18AADCB2356E1ZY</td></tr></table>		Services to be rendered at	BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam	PAN No.	AADCB2356E	GST No.	18AADCB2356E1ZY
Services to be rendered at	BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam							
PAN No.	AADCB2356E							
GST No.	18AADCB2356E1ZY							
14	The currency of the Bid shall be INR							
15	The bid validity period shall be 03(Three) months from final 'Bid Due Date'.							
16.1, 16.10 and 38.6	In case 'Earnest Money' is in the form of 'Demand Draft' or 'Banker's Cheque' , the same should be favor of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, payable at LEPETKATA, DIBRUGARH. In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BCPL's Bank account are as under: Account Holder Name :Brahmaputra Cracker and Polymer Limited Bank Name: State Bank of India Branch Address :CAG II, New Delhi Account No.:35662071729 IFSC:SBIN0017313							

" **DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH**
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A. GENERAL	
ITB Clause	Description
D. SUBMISSION AND OPENING OF BIDS	
ITB Clause	Description
4.0 of IFB	For the submission of physical document as per Clause No. 4.0 of IFB, the Owner's address is: i) Name: Sh. Dhruvad Rajkhowa, Mgr.(C&P) Contact No.: 8876025415 e-mail: dhruvad.rajkhowa@bcplindia.co.in ii) Name: Sh. Arun Jyoti Dutta, Chief Manager(C&P) Contact No.: 8811098520 e-mail: ajdutta@bcplindia.co.in
E. EVALUATION, AND COMPARISON OF BIDS	
ITB Clause	Description
32	Evaluation Methodology is mentioned in Section-V .
34	



फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2A	DECLARATION FOR BID SECURITY
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / 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)	CHECK LIST 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
F-17	THIRD PARTY DEPOSIT CONFIRMATION LETTER

" DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH
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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH."

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 including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, provide current address of the firm for ordering purpose.	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:

" **DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH**

"



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		GST No.:
8	Telephone Number & Contact Information address where order is to be placed.	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website details	
10	Mobile Number of concerned personnel / authorized signatory	
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (Refer Sl. No. 7 above)	

Place:
Date:

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



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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. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: " DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH."

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'.

" **DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH**
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F-5

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH."

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. No.	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 mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code(SAC) in Price Bid	
5.	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.	
6.	Bidder confirms their offer is valid for period specified in BDS from Final/ Extended bid due date of submission of bids.	
7.	Bidder furnishes EMD details as under: a) EMD DD No. & date b) Value c) Validity d) Online payment details	
8.	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	

" DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH
"



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	(ii) The bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
9.	All correspondence must be in ENGLISH language only.	
10.	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.	
11.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
12.	No Deviation Confirmation: 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.	
13.	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. 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 Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser 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."	
14.	Bidder to ensure all documents as per tender including Clause No. 11 of Section III and all Formats are included in their bid	

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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	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 be 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.	
16.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Mecon 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 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.	
17.	Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC- Services.	
18.	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	

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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
19.	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.	
20.	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.	
21.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in the tender document and BCPL's decision in this regard shall be final.	
22.	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.	
23	Bidder confirms that all the items of the SOR have been quoted.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: " DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL,
DIBRUGARH."

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 dhruvad.rajkhowa@bcplindia.co.in; ajdutta@bcplindia.co.in before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB or before Pre-Bid date & time. Comment/ clarification on the query shall be sent on E-mail.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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F-12

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 Brahma Putra 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 Brahma Putra 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:

" **DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH**

"



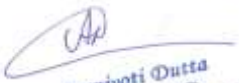
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F-13

INTEGRITY PACT

For and on behalf of BCPL
for Integrity Pact


Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786001 (ASSAM)



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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 and on behalf of BCPL
for Integrity Pact


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH, ASSAM



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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”**

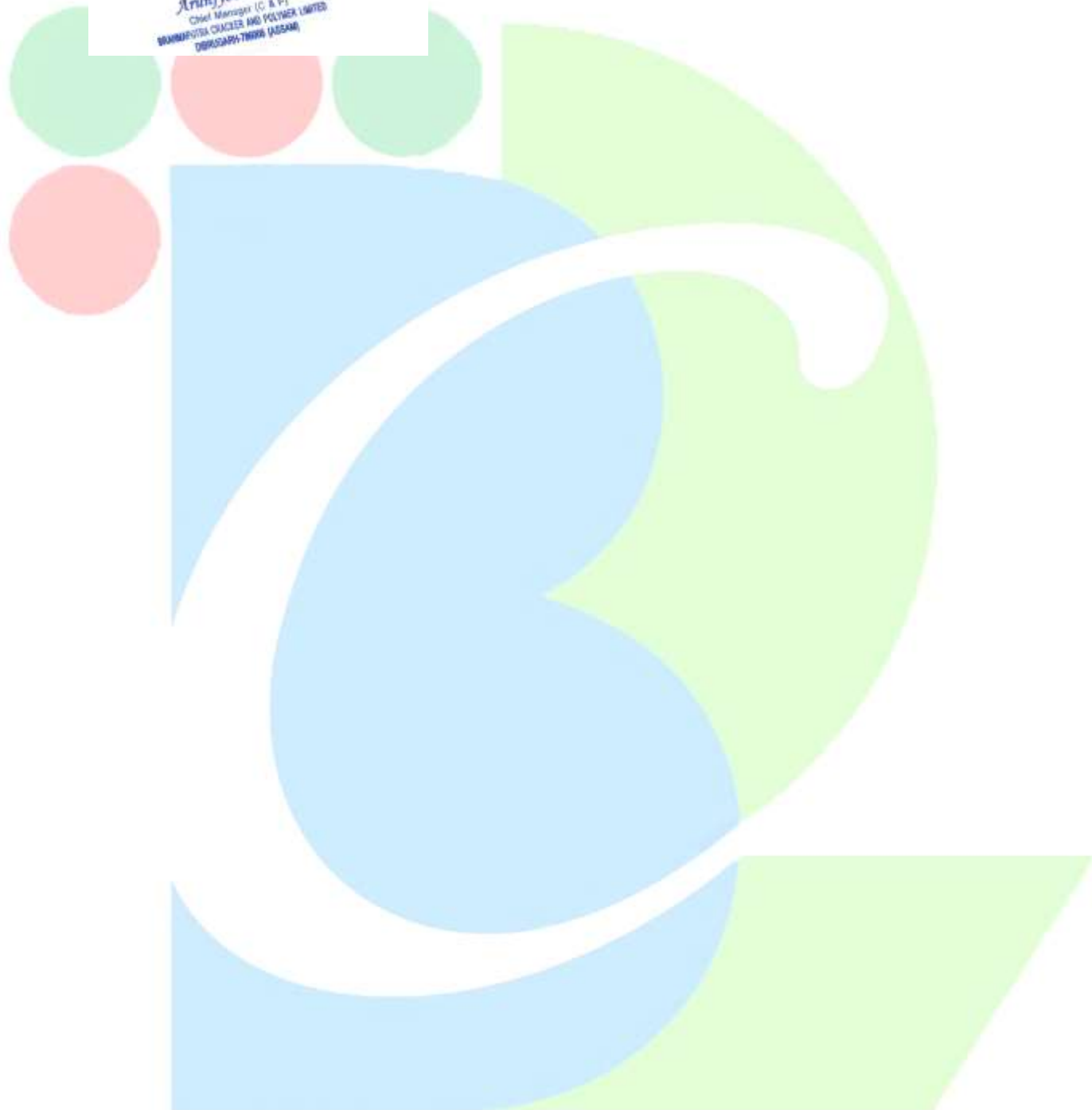


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For and on behalf of BCPL
for Integrity Pact


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH, ASSAM





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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. R Govindarajan [email: rgrvig@gmail.com]
- ii) Sh. Bam Bahadur Singh [email: bbsinghbeml@gmail.com]

This panel is authorized 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 may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Sh. Arunjyoti Dutta, CM (C&P)- Email ajdutta@bcplindia.co.in) in BCPL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

For and on behalf of BCPL
for Integrity Pact


Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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



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For and on behalf of BCPL
for Integrity Pact


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH (ASSAM)

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 cartelization 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.
 - 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

" DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH
"



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above or be an accessory to such offences.

*For and on behalf of BCPL
for Integrity Pact*

AP
Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-THIRIA (ASSAM)

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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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For and on behalf of BCPL
for Integrity Pact


Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-THIRIA (JASSAM)

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 right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of



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reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

For and on behalf of BCPL
for Integrity Pact


Anujyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DISBURSEMENT DIVISION

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.
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.

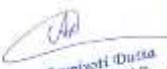


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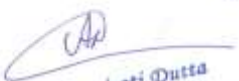
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5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For and on behalf of BCPL
for Integrity Pact


Arunjoyoti Dutta
Chief Manager IC & PI
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DISBURGARYTHANA (ASSAM)

For and on behalf of BCPL
for Integrity Pact


Arunjoyoti Dutta
Chief Manager IC & PI
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DISBURGARYTHANA (ASSAM)

(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)

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



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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.

All the terms and conditions of Tender remain unaltered.



भाग – IV
SECTION – IV

संविदा की सामान्य शर्तें (जीसीसी)
**GENERAL CONDITIONS OF CONTRACT
(GCC)**

Dear Sir,

In reference to the Tender Number _____ 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:

-----X-----



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भाग- V
SECTION – V

संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप

**SPECIAL CONDITION OF CONTRACT
(SCC) & SCOPE OF WORK**

SPECIAL CONDITION OF CONTRACT (SCC) and SCOPE OF WORK

" DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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NAME OF THE WORK: " DISPOSAL OF USED AND WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "

1.0 Brahma Putra Cracker and Polymer Limited (BCPL), the largest Petrochemical Complex in North-East Region under Ministry of Petroleum and Natural Gas (MoPNG) successfully commissioned on 2nd January 2016. The plant was dedicated to the nation by Hon'ble Prime Minister of India Narendra Modi on 5th February 2016.

The plant at present is producing and transporting various grades of high-quality polymers across the county. Its products are widely accepted in the market. GAIL (India) Limited, its major shareholder is marketing the products of Brahma Putra Cracker and Polymer Limited.

2.0 BCPL intends to Sell/Auction the **Waste Spent catalyst containing Palladium(Pd)** generated from its Ethylene Cracker Unit (ECU).

3.0 **Process of Disposal:**

The Process of disposal through Bidding process is as under :

Step -1 : Floating of Open Tender in **three stage e-bidding** systems

- a) Stage 1: EOI (Expression of Interest)
- b) Stage 2 :Unpriced Techno-commercial Bids evaluation
- c) Stage 3: Priced Bid evaluation

Interested bidders need to submit their intention to bid (hereinafter termed as Expression of Interest – EOI) for the tender by submitting requisite documents in support of PQC/BEC of the tender.

Step-2: Selection of PQC qualified bidders and handing over of samples

Bidders, who get qualified against the EOI, will be invited to witness the sampling activity at BCPL Site and collection of samples for the purpose of their Lab Testing/Analysis and subsequent submission of Techno-Commercially Bid & Price Bid.

Step-3: Valuation of Spent Catalyst

BCPL will collect sample from the same lots and may forward to any laboratory of repute for analysis. The said Lab will submit its report to BCPL . This report will be reviewed and based on which estimated quantity and value of the spent catalyst will be deciphered.

Step-4: Submission of Techno-Commercial & Priced bid.

Bidder to submit Techno-Commercial Bid (Un-priced bid) and Priced Bid concurrently in e-tender portal. Techno- Commercially qualified bidders will be considered for bid opening.

Step-5: Priced Bid Evaluation

" DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "



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Evaluation will be on techno-commercially accepted **H1 basis**. Refer Evaluation Methodology explained .

Step-6: Sale of spent catalysts on 'H1 basis'.

4.0 The quantity of Spent catalyst and tentative Palladium quantity is tabulated at Table2 below.

5.0 Technical details of Spent Catalyst is as per Annexure-I .

Table-1 [Approximate Theoretical Palladium Quantity (Kg)]

Type	Brand Name	Approximate Spent Catalyst (Kg)	Original Palladium Contents (%)	Approximate Theoretical Palladium Qty (Kg)
Type-1	Sud Chemie	13534	0.03	4.32
Type-2		4698	0.31	14.77
Type-3		1554	0.42	6.52
Type-4		1753	0.53	9.22
Total				34.83

6.0 Actual quantity of Spent catalyst will be ascertained only after carrying out sieving and sampling activities as per procedure mentioned in this bidding document.

7.0 Sampling Procedure or Procedure for weighment and sampling for analysis:

The sampling shall be carried out in the presence of representatives of BCPL and participating bidders (Qualified against EOI).

The sampling activity may take approximately one week and the bidders personnel will have to be present for the entire duration and all the charges for travel, stay, boarding, lodging and local transportation to be taken care by the bidders and no claim whatsoever will be considered or permissible.

The detailed sampling procedure which will be adopted for sampling purpose is listed below:

- Tare weight of each empty drum shall be recorded prior to its filling with spent catalyst.
- Each drum containing spent catalyst shall be numbered with proper stickers for identification.
- The sieved spent catalyst shall be filled to respective drums
- One jug of spent catalyst shall be removed from each filled drum for sampling.
- Gross weight of each drum, containing spent catalyst, shall be recorded.
- Drum shall be sealed.

" DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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- vii) In order to obtain composite sample for sieved spent catalyst, one jug (from step iv) of spent catalyst will be sampled from each drum. The sampled quantity shall be mixed and heaped for obtaining composite sample. With the method of coning and quartering, 1 kg samples of this spent catalyst shall be collected separately in bottles and sealed. The number of 1 kg samples will be determined by the number of parties participating in the bid. The remaining spent catalyst after collection of requisite samples will be transferred to separate empty drums (previously weighed and recorded) and total weight of the spent catalyst will be weighed.
- viii) From the above procedure following records will be obtained:
- (a) Empty weight for each drum.
 - (b) Gross weight of each catalyst filled drum;
 - (c) Net weight of spent catalyst in each drum;
 - (d) Total weight of spent catalyst filled drums;
 - (e) Total net weight of spent catalyst.
- ix) Distribution of samples for Palladium (Pd) assay analysis and record will be as follows:
- (a) Max of two Samples of one kg each of spent catalyst for each participating bidders.
 - (b) Three Samples one kg each of spent catalyst for BCPL third party analysis.
- x) The final quantity for disposal shall be as arrived at viii (e) above and no request for further weighment shall be entertained.

NOTES:

1. Electronic balance shall be used for weighing.
2. After collection of spent catalyst in drums or sample containers, the weight for each drum/ container, will be recorded and attested by BCPL and participating bidders.
3. Drums will be sealed thereafter by BCPL(along-with CISF) in presence of participating bidders.

8.0 Sample Deposit:

- a) The sample will be given to only those bidders who are found to be qualified as per the Pre-Qualification Criteria (PQC) for Expression of Interest (EOI). Qualified bidders against EOI need to submit sample deposit (cost of Sample) prior to sampling to enable them to witness, sampling and packing activities and also take samples of the spent Catalyst for the purpose of Lab. Testing and subsequent Quoting.
- b) Date of submission of Sample deposit will be intimated to the qualified bidders against the EOI at a later date.
- c) Sample deposit for each Kg of requested sample is mentioned in the table below:

" DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "



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Minimum quantity of sample is 1 Kg and increments of 1 Kg, with a maximum of 2 Kg for each type of catalysts (LPPM Price of Palladium prevailing on 15.09.2025 Avg 7 days x SBI TT Sell rate of USD/INR on 15.09.2025). **However, sample price will be changed** (based LPPM Price of Palladium prevailing on last day of EOI bid submission Avg 7 days x SBI TT Sell rate of USD/INR on last day of EOI bid submission) **and same would have to be paid by buyers qualified against EOI.**

Catalyst Type	Spent OM-201	Spent OM-350	Spent DPG-1	Spent OM-452
Basic Price /kg (INR)	1060.44	10444.86	13951.16	17478.88
GST@3%	31.81	313.35	418.53	524.37
TCS@1%	10.92	107.58	143.70	180.03
Sample cost/kg (INR)	1103.18	10865.79	14513.39	18183.28

d) Sample will be provided on outright sale basis and no return of the sample shall be taken under any circumstances.

e) Mode of payment for Sample Deposit:

Bidder may make the payment through online NEFT/RTGS to BCPL Bank account details mentioned below:

Name of Beneficiary	Brahmaputra Cracker and Polymer Limited
Bank Name	State Bank of India CAG II, New Delhi
Bank account no.	35662071729
IFSC	SBIN0017313

Alternatively, bidder can make the payment through Demand Draft in favor of Brahma Putra Cracker And Polymer Limited, payable at Lepetkata, Dibrugarh.

f) From the date of collection of Sample, 45 days shall be allowed for bidders to upload the Unpriced and Priced Bid.

9.0 Evaluation Methodology:

a) Bidder need to submit Bid for all the items in the Group. Basis of evaluation will be on **H1 basis i.e. lowest discount/highest premium** as under :

Group	Basis of Evaluation
	Lot-1(OM-201), Lot -2 (OM-350), Lot -3 (DPG-1) & Lot 4(OM-452)

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In the priced Bid, bidders to quote for the following:

- **Fixed Premium/Discount towards Pd content in percentage, per kg of Spent catalyst**
- **Bidder must quote for all the items**

Based on the above quote received from party, final bid price will be arrived for H-1 calculation as per methodology explained below:

Spent Catalyst Final Bid Price per Kg = (Pd. rate per Gram X wt% of Palladium content as per fresh catalyst X 1000) +/- Fixed Premium or Discount in percentage towards Palladium content, as the case may be, per kg of Spent Catalyst

Pd = Average of LPPM Fix Palladium price per gram for the previous seven days ending one day prior to the price bid opening date. (Seven days shall mean consecutive seven days for which LPPM prices are available). One day's price would be the average of AM and PM Fix prices published for that day: in case only AM or PM prices are published for a day, that published price would be taken as that day's price. LPPM Palladium price in USD per Troy Ounce would be converted to rate per Gram using conversion factor of 1 Tray Ounce = 31.1035 grams. For comparative evaluation USD would be converted to INR using USD-INR exchange rate prevalent one day before the price bid opening as per SBI TT sell rate, (applicable for one day prior to Priced bid opening date) and for issue of Sale order the SBI TT sell rate one day prior to Sale Order Date will be considered.

Bidders to quote 'Fixed Premium/Discount towards palladium content in percentage per kg. of Spent Catalyst' in priced bid after compensating any deviation in this regard, recovery cost etc.

Taxes and Duties will be extra as applicable.

Refer illustrative example of calculation of 'Bid Evaluation Price' enclosed at Annexure-III.

b) Price :

- i. Bid should be for the **Fixed Premium or Discount in percentage**, for delivery ex-BCPL-Lepetkata. Quote shall remain firm for 90 days from un-priced bid closing date.
- ii. Duty, taxes and other Govt. Levies as applicable on the date of delivery shall be payable by the buyer, in addition to the basic sale price. Buyer will have to pay variations also if any, in applicable government levies, till complete up liftment and final settlement.

10.0 Other Terms & Conditions :

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10.1 CALCULATION OF SALE ORDER PRICE OF SPENT CATALYST :

- i. BCPL will issue a Sale Order to the successful Bidder, Sale order price will be calculated by considering the discount/premium of the successful bidder to the palladium price prevalent at the time of issuing of sale order (average of 7 days LPPM Palladium prices AM & PM ending one day prior to the sale order date would be considered for this). Seven days shall mean immediate preceding consecutive seven days for which LPPM prices are available.
- ii. 8 days prior intimation shall be given before placing the sale order : The said 8 days shall be considered as 8 consecutive working days for which LPPM prices are available, prior to the release of sale order.
- iii. The offer is to be valid for placing of sale order within a maximum of 90 days from bid closing date.

NOTES:

- For calculating Average of LPPM Palladium Price, the day LPPM Palladium Fix Price as published in LPPM website (<https://www.lppm.com>) would be considered.
- One day's price would be the average of AM and PM Fix Prices published for that day; in case only AM or PM prices are published for a day, that published price would be taken as that day's price.
- Published LPPM Pd Price would be considered in USD per Tray Ounce and would be converted to USD per Gram using conversion factor of 1 Troy Ounce = 31.1035 grams which in turn will be converted to per KG.
- LPM rate per Tray Ounce in USD will be converted to rate in Indian rupees on the basis of the SBI card rate TT sale rate as on **one day prior to Sale Order Date for issue of Sale order**.
- Taxes and Duties will be extra as applicable.

10.2 Earnest Money Deposit (EMD):

Bidders are required to submit their EoI along with an **EMD of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only)**. The EMD must be submitted online (refer clause 8.0 (e) for bank details) and its receipt/details must be uploaded along with the EoI.

Important Note :

- i) EMD will not carry any interest. EMD of successful bidder shall be returned after completion of upliftment; while EMDs of unsuccessful bidders will be returned after release of sale order to the successful bidder.
- ii) **Bids without EMD will not be considered and will be rejected summarily.**
- iii) Proof of submission of EMD to be uploaded with the EoI.
- iv) EMD payment will not be adjusted against the Sale value. EMD of successful bidder will be returned only after the completion of the disposal activity & submission of No Claim Certificate. EMD of unsuccessful vendor shall be returned after award /issue of Delivery Order.

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10.3 Payment Terms & Material Lifting Time :

Payment Terms : BCPL will issue a Sale Order to the successful Bidder and bidder shall make full payment including taxes & duties, for the total quantity, in advance, before lifting of the material. Payment to be made by electronic transfer through RTGS/NEFT to BCPL account (refer Sample Deposit clause for bank details) . Cash/Cheque will not be accepted. Bidder shall pay the full sale order value within 15 days after issue of Sale Order failing which action as under will be taken without any recourse:

- i. Buyer's EMD will stand forfeited.
- ii. The Sale letter will be treated as cancelled and BCPL shall have right to dispose of the materials.
- iii. No claim whatsoever from the buyer shall be entertained, in such a case. Action shall be taken as per Vendor Performance Evaluation.

Note : EMD payment will not be adjusted against the Sale value. EMD of successful bidder will be returned only after the completion of the disposal activity & submission of No Claim Certificate.

10.4 Material Lifting Schedule and Time :

- Once full payment is received, a **Delivery Order** shall be issued to buyer, for lifting the material.
- Material shall be lifted out of BCPL premises **within 30 days** from the date of issue of delivery order.
- Disposal shall be done in day time on normal working days of BCPL ; except 2nd & 4th Saturday, Sunday and any holiday of BCPL . If the last date of delivery falls on a Closed Holiday for BCPL , the next date of delivery will be the immediate next working day of BCPL. In order to facilitate the Seller to complete the transaction before 5 pm, the empty vehicle for lifting the material should report at BCPL material gate positively by 08:30 Hrs. on the day of lifting with all valid documents as per Motor Vehicle act, the goods should be collected **before 3.30 pm** and to be planned accordingly. Material must be removed by the Buyer before stipulated time. Once the goods / materials are taken out of the factory gate, Buyer will be solely responsible for all sort of claims like shortage, missing parts, damage, incident, accident, loss of material, insurance etc. Once uplifted material leave BCPL gate, BCPL should be indemnified with all kinds of external effect, whatsoever may be.
- Buyer will not have choice to select the materials, and has to uplift the materials from BCPL within 30 days of issuance of delivery order, failing which BCPL is at liberty to dispose of the un-lifted material any time after the 30 days are over. In addition, the EMD collected from the buyer will stand forfeited.
- If the buyer having paid the full amount of sale order value fails to remove the material by the date as specified in delivery order, BCPL may keep the goods at buyer's risk and

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charge the buyer in respect of the ground rent @0.5% of the sale value per week subject to a maximum of 5% of sale value (on pro-rata basis) during which failure to take delivery of such goods continues. Such charges are to be paid on pre-rate basis and should be paid before the goods or any parts thereof are removed. Thereafter (after ten weeks of expiry of delivery date), the Sale Order, Delivery Order shall be treated as cancelled and an amount equal to EMD plus ground rent @0.5% of the sale value per week subject to a maximum of 5% of sale value shall be forfeited from the buyer and balance amount shall be refunded to buyer without any interest. The buyer shall not be entitled for any compensation or damage or nor can claim any rights over the said materials. Materials sold but not removed within the specified date, will become the property of BCPL and it will have the right to dispose of such goods in any manner as it deems fit without any notice.

- However, BCPL may consider request from buyer and may allow reasonable grace period beyond 30 days material lifting time only against a genuine reason (viz. pandemic, lockdown, restrictions, bandh, flood, force majeure etc.) on the basis of merit of the request from buyer.

- 10.5 Buyer shall issue "Certificate of Completion of Recycling/Reprocessing/Co-processing" (refer Annexure-II) and "No claim Certificate" to BCPL for the disposed-off waste spent catalyst as per Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016 (refer Annexure-IV)
- 10.6 Contractor shall be solely responsible to take all precautionary measures to avoid any fire, explosion or accident during the transportation and delivery of the catalyst from the BCPL 's sites to the storage area(s) in the plant of Contractor.
- 10.7 The responsibility of getting the necessary approvals/ documentation for Road/ Sea Transport (as applicable) of used catalyst rests with the bidder. It shall be solely bidder's responsibility for arranging the necessary documentation such as MoE&F clearance/ NOC from CPCB/ SPCB and any other approvals from other applicable Statutory Authorities for transportation of used catalyst. This includes the approvals/applications required for Customs Clearance / other statutory bodies as well, wherever required.
- 10.8 Contractor shall be responsible for the compliance of all statutory regulations and guidelines as applicable to its employees, agents or representatives engaged in storage, handling and loading of spent catalyst at BCPL 's sites for onward dispatch to Contractor's plant.
- 10.9 Contractor is also required to comply with all other statutory regulations and guidelines framed by the concerned authorities or Government Agency as may be applicable , the same shall be complied by Contractor.



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- 10.10 Necessary approval from statutory authorities or information to concerned SPCB/CBCB if any required like Transboundary approval /information will be under the scope of contractor
- 10.11 The items to be lifted from BCPL on "as is where is and no complaint" basis.
- 10.12 The Scope of work shall include Transportation and ultimate Disposal of Hazardous waste as per HW waste (Management and Handling) Rules 2016.
- 10.13 Loading to Vendor's vehicle shall be facilitated by BCPL (excluding manpower) and will be carried out under witness by the Bidder. Transportation shall be in the scope of buyer.
- 10.14 Contractor, at its own cost and risk, shall arrange for the transporter who will transport the waste from BCPL premises to Contractor's premises as per Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016 and CPCB Guidelines on "Transportation of Hazardous Wastes".
- 10.15 The goods shall be and remain in every respect at the risk of buyer from the date of issue of delivery order and BCPL shall not be under any liability for natural deterioration, weathering, rusting, growth of vegetation, water logging, preservation etc. thereafter from that date.
- 10.16 The Bidders cannot retract from their offers. If done so, the EMD will be forfeited.
- 10.17 Sale confirmation, Sale Order, GST Invoices, Delivery Order etc. will be released only in the name of the Company that has initially registered and participated in the tender. There will not be any changes between the registration and completion of transaction shall not be entertained.
- 10.18 Successful bidder should make all arrangements for further packing, if required, for uplifting and transportation.
- 10.19 Partial lifting shall result in forfeiture of EMD and Sale Value paid in advance. The lifting should be completed within due time frame agreed. Failure to abide by the agreed terms and conditions of the tender shall result into forfeiture of EMD and BCPL will be at their liberty to sell the subject lot to any third party at the Risk and Cost of the Buyer.
- 10.20 Inspection of Site :



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The bidder would be given an opportunity before or at the time of sampling for making an inspection of the site to set at rest any doubts he may have about the difficulties in executing his offer.

10.21 Once the sale order is issued, permission to the successful Bidder to inspect the material under disposal again prior to upliftment shall not be granted to the successful Bidder unless the payment as per Sale order Terms & conditions is paid by the successful Bidder.

10.22 Subletting Agreement :

The buyer shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of BCPL and delivery would be effected by BCPL to the purchaser(s) only.

10.23 Should the original buyer wish to take delivery of the material through a representative, he must authorize the later by a letter of authority or continuing authority, which shall be presented to the officer concerned. The officer concerned may in his entire discretion, decline to act on any such authority and it shall be for the buyer to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the buyer and no claim shall lie against the Company on any account whatsoever, if delivery is offered to a wrong person.

10.24 All workmen employed by the buyer has to use personal protective equipments like masks, hand gloves, safety shoes & helmets etc. while loading and unloading of the material. Buyer has to make arrangement for these equipments before entering the Refinery.

10.25 BCPL will allow only successful bidder to lift the materials from BCPL. No delivery would be affected by the Company to any person other than the Buyer whose name is mentioned in the delivery order. Under any circumstances, BCPL will not permit the successful bidder to negotiate or sell the materials any lot or part of a lot to any other party while the goods are still lying within the premises of the Company from inside the plant premises.

10.26 Contractor shall provide the following documents to the transporter as stipulated under Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016, prior to dispatch of each consignment from BCPL:

- a) Five copies of duly filled in Manifest Form
- b) TREM Card.
 - i) Contractor shall guide the respective Transporter on the movement of the Manifest Form.

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- ii) Once the hazardous waste is handed over to the contractor /service provider, BCPL will neither take it back under any circumstance nor will be liable for its safe transportation and further disposal.

10.27 The spent catalyst shall be used for extraction of Palladium only and not re-sale of spent catalyst.

10.28 Termination of Contract :

BCPL reserves the right to terminate the contract Sale Order, Delivery Order at any time by giving three days notice on any of the following grounds:

- a. Unsatisfactory execution or performance of the contract by the Buyer.
- b. Improper behavior of the Buyer or breach of the terms and conditions of the contract.
- c. Delay in picking up of the deliveries of the material beyond stipulated time.
- d. Misbehavior with any of the staff of BCPL.
- e. Picking up any materials, which is not sold to them and found in their truck or Vehicle.
- f. Restrictions/limitations on sale imposed by Statutory Bodies/Govt.

Decision of BCPL to terminate the contract (Sale Order, delivery order) shall be final and binding and no claims from the buyer for damages and compensation shall be entertained.

10.29 All statutory compliances pertaining but not limited to payment of wages to the labors/ manpower as per Minimum Wages Act, Factory Act, Workmen Compensation Act, comprehensive insurance policy etc. should be complied by the Bidder.

10.30 Bidder to submit a copy of the Invoice of any previous order executed for similar job to substantiate/ensure the HSN code and confirmation that the materials procured were used for extraction of precious metal.



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Annexure-I

Catalyst Specification Sheet

Selective Hydrogenation Catalyst OleMax 201 (G-58C)

General Description Palladium and Silver on Alumina Selective Hydrogenation of acetylene in ethylene gas streams

Chemical Composition		Specifications	Test Method
540 C Calcined Basis			
Palladium*	%	0.030 ± 0.005	CC-T0001
Silver*	%	0.180 ± 0.030	CC-T0001
Loss on Ignition at 540 C*	%	≤ 5.00	CC-T0102
Alumina		Balance	

Selective Hydrogenation Catalyst OleMax 350 (G-68HX)

General Description Palladium on Alumina Selective Hydrogenation of methyl acetylene and propadiene in concentrated propylene/propane liquid streams

Chemical Composition		Specifications	Test Method
540 C Calcined Basis			
Palladium*	%	0.300 ± 0.030	CC-T4601
Loss on Ignition at 540 C*	%	≤ 7.00	CCT0102-
Alumina		Balance	

Selective Hydrogenation Catalyst OleMax 452 (T-2464B)

General Description Palladium on Alumina Selective Hydrogenation of olefins and diolefins in C3-C5 liquid streams

Chemical Composition		Specifications	Test Method
540 C Calcined Basis			
Palladium*	%	0.500 ± 0.050	CC-T4601
Loss on Ignition at 540 C*	%	≤ 5.00	CC-T0102-
Alumina		Balance	

Selective Hydrogenation Catalyst DPG-1

General Description Palladium on Alumina Selective Hydrogenation of olefins and diolefins in C4-C5 liquid streams

Chemical Composition	Specifications	Test Method
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540 C Calcined Basis

Palladium*	%	0.400 ± 0.030	CC-T0001
Loss on Ignition at 540 C*	%	≤5.00	CCT0101-
Alumina		Balance	

Annexure-II

Certificate of Completion

To,
The General Manager
C&P department
BCPL-Lepetkata, Dibrugarh -786006

Dear Sir,

The entire quantity of spent catalyst ----- kgs as per the sale order issued by BCPL dated ----- has been uplifted. Further, it is confirmed that the process of Recycling/ Reprocessing for Extraction of palladium has been completed against the waste spent catalyst lifted from BCPL.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____ Income Tax PAN: _____

Thanking You,

Signature:

Name :

Designation:

Date:

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Annexure-III

Illustrative Example of Calculation of Spent catalyst Price

Say,

LPPM Palladium price per Troy Ounce	:	USD 1165
Currency Conversion Factor (USD: INR)	:	88.70
Palladium price per Troy Ounce (in INR)	:	Rs. 1,03,348.17
1 Troy Ounce	:	31.1035 gm
1 gm of Palladium cost	:	Rs. 3,322.72
Wt. % of Palladium content as per fresh catalyst	:	0.38%(say)
In 1000 gm of spent catalyst, Palladium content is	:	3.81 gm
Price of 1 kg of spent catalyst (in Rs) as per LPPM	:	Rs. 12,665.90

Bidder's Quote (Say):

For Palladium (Pd) : Fixed Discount (in %) per kg. of spent Catalyst : 8%

Spent Catalyst Bid Price per Kg = (Pd. rate per Gram X wt% of Palladium content as per fresh catalyst X 1000) +/- Fixed Premium or Discount in percentage towards Palladium content, as the case may be, per kg of Spent Catalyst

$$= \text{Rs. } 12,665.90 - (8\% \text{ of Rs. } 12,665.90)$$

$$= \text{Rs. } 12,665.90 - \text{Rs. } 1013.27$$

$$= \text{Rs. } 11,652.63$$

If, Net Wt of Spent catalyst in Kgs : 8,005 Kg (Say)

Then,

Price of Spent catalyst will be = Spent catalyst bid price per kg X Net wt. of spent catalyst in kgs.

$$= \text{Rs. } 11,652.63 \text{ per kg X } 8005 \text{ kg}$$

$$= \text{Rs. } 9,32,79,280.64$$

Note: Taxes and duties will be extra as applicable.

**ANNEXURE-III is a sample format only for help of the bidders.*



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Annexure-IV

No Claim Certificate

To,
The
General Manager
C&P department
BCPL-Lepetkata, Dibrugarh -786006

Dear Sir,

The entire quantity of spent catalyst ----- kgs as per the sale order issued by BCPL dated ----- has been uplifted. No further obligation is pending with BCPL.

Name of Bidder:

Address and contact details of bidder:

GST Registration No: _____ Income Tax PAN: _____

Thanking You,

Signature:

Name :

Designation:

Date:



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Annexure-V

NDA/ SECRECY AGREEMENT

" DISPOSAL OF SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH "



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SÜD-CHEMIE
Creating Performance Technology



SECRECY AGREEMENT

between

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

[Full name and address (Place of Business)
of the party to the contract]

hereinafter referred to as [Short name] or the Receiving Party, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its permitted assigns.

and

Süd-Chemie India Private Limited
Edayar Industrial Development Area, P.O. Binanipuram
District Edayar 683502, Kerala, India

hereinafter referred to as Süd-Chemie or the Disclosing Party, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its permitted assigns.

Preamble

[Short name of the party to the contract] is a company being active in the field of [.....] and possesses know-how in the field of [.....].

Süd-Chemie is a company being active in the field of development, manufacture, sale and distribution of catalysts used in various industries and processes and possesses certain valuable and proprietary engineering and technical expertise related to the field of manufacture, sale and distribution of catalysts.

1. Purpose of Agreement

The parties are interested in co-operating on the aforesaid field of co-operation in order to [Please specify *Purpose* of the common subject] ("**Purpose**"). Therefore, the Disclosing Party intends to make available to the Receiving Party certain Confidential Information and the Receiving Party agrees to hold in confidence the Confidential Information disclosed in connection with the Purpose.

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2. Confidential Information

As used in this Agreement, the term Confidential Information means the information described below that is provided to the Receiving Party or its representatives by the Disclosing Party or its representatives on, prior to or following the Effective Date:

"Confidential Information" means information concerning the business and affairs of the Disclosing Party or its product specifications, data, know-how, technical information, formulae, recipes, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, copyrights, patents, inventions and ideas, past, current, and planned research and development, current and planned technical solutions, marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), database technologies, systems, structures and architectures, results of any pilot or test project undertaken to evaluate any possible technologies and any other confidential or proprietary information of the Disclosing Party in written, oral, electronic, and/or physical/sample form.

3. Obligations

3.1 Receiving Party agrees:

- (a) to hold in confidence the Confidential Information received from the Disclosing Party under this Agreement;
- (b) to use the Confidential Information disclosed by the Disclosing Party only for the Purpose of this Agreement and not to use it for own or any other purposes;
- (c) that the dissemination of Confidential Information by the Receiving Party shall be restricted to those employees who need to know this information for the prosecution of this Agreement. In addition, prior to any disclosure of Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a secrecy agreement containing terms and conditions consistent with the terms and conditions of this Agreement. This is also applicable if the aforesaid employees have terminated their employment, as far as this is legally admissible;
- (d) to analyse or have analysed any Confidential Information, including any samples made accessible by the Disclosing Party for chemical, biological and/or physical properties exclusively with the prior express written approval of the Disclosing Party;
- (e) to disclose to third parties any Confidential Information received from the Disclosing Party exclusively with the prior express written approval of the Disclosing Party and to take all

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actions to prevent unauthorised third parties or unauthorised employees from receiving the Confidential Information. If the Disclosing Party has agreed to a transmission of Confidential Information to such third parties the Receiving Party agrees to impose on such third parties a comparable secrecy agreement and agrees to be fully liable either for own violations or for violations of such third parties, including any loss, theft or other inadvertent or unauthorised disclosure of any Confidential Information. In the sense of this Agreement affiliated companies are also considered as third parties;

- (f) not entitled to duplicate, reproduce or copy any Confidential Information furnished by the Disclosing Party hereunder, unless and to the extent it is necessary for the Purpose. Further upon the Disclosing Party's written request to return all Confidential Information, even in modified form. In addition, the Receiving Party shall destroy any copies of the Confidential Information received from the Disclosing Party. This has to be confirmed in written form upon request of the Disclosing Party;
- (g) that all the Confidential Information disclosed herein shall remain the sole property of the Disclosing Party, and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement and not to assert any rights over the Confidential Information disclosed by the Disclosing Party and/or not to file relating patent applications without the prior express written approval of the Disclosing Party. Nothing contained herein shall be construed to mean that the Disclosing Party has granted a license, by implication, estoppel or otherwise, under any of its copyrights, patents, trade secrets, trademarks, tradename rights or other intellectual property rights;
- (h) to not publish any Confidential Information disclosed under this Agreement in any literature or media for furthering its business or interests or purpose other than for purposes specifically allowed in this or any other agreement executed between the parties;
 - (i) that it shall not use or attempt to use the Confidential Information in any manner which may cause or likely to cause damage or loss to the Disclosing Party or any company related to/ associated with Disclosing Party; and
 - (j) that it will not modify, reverse engineer, decompile, create other works, forms, or disassemble any Confidential Information unless otherwise specified in writing by the Disclosing Party.

3.2 The undertakings according to clause 3.1 shall also apply to any confidential and proprietary information, which will be jointly developed by the parties pursuant to this Agreement ("**Jointly Developed Confidential Information**"). This Jointly Developed Confidential Information shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement. The Receiving Party will keep the Disclosing Party informed regularly about the current status of any common project undertaken in connection with the Purpose hereunder.

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- 3.3 The undertakings according to clause 3.1 - 3.2 shall not apply to information
- (a) which at the time of disclosure is in the public domain or which after disclosure becomes a part of the public domain by publication or otherwise;
 - (b) which the Receiving Party can show was in its possession at the time of disclosure and was not acquired directly or indirectly from the Disclosing Party;
 - (c) which was rightfully received by the Receiving Party from a third party who did not receive the same directly or indirectly from the Disclosing Party;
 - (d) which is placed open to the public by the Receiving Party with the prior express written approval of the Disclosing Party.

4. Export Control

The Receiving Party understands that the provision of Confidential Information under this Agreement is subject to applicable export and re-export control laws, including restrictions imposed by the United States governments on the export, re-export or other transfer of technology to countries, entities and persons that are subject to sanctions, embargoes or other prohibitions. The Receiving Party agrees to comply with all such applicable laws, rules, and regulations in the use of and further disclosure or transfer of the Confidential Information, to the extent such use and disclosure is otherwise permissible under this Agreement, including disclosures to its employees who are nationals of a third country. [Receiving Party warrants and represents that it will not use the Confidential Information for a military purpose or to produce heavy water.]

5. Data Privacy

The Receiving Party confirms that to the extent that they receive any personal data from the Disclosing Party in connection with this Agreement, they will: (1) comply with all applicable personal data protection laws and requirements relating to the personal data; (2) only use the personal data in connection with the Purpose; (3) apply appropriate safeguards to the personal data in accordance with its sensitivity; (4) limit access to the personal data to those having a need to know in connection with this Agreement; and (5) require any third parties entrusted with the personal data to uphold an equivalent level of protection.

6. No Representations and Warranties

The Disclosing Party retains the right to determine, in its sole discretion, what information it wishes to make available to the Receiving Party, and neither the Disclosing Party, nor any of his representatives shall be deemed to have made any representation or warranty

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(express or implied) concerning the completeness or accuracy of the Confidential Information provided by them to the Receiving Party.

7. Remedies

The Receiving Party agrees to indemnify and hold the Disclosing Party and the Disclosing Party's representatives harmless from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from breach of the terms of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) may be inadequate for any breach of the terms of this Agreement or the obligations imposed herein, the Disclosing Party shall also be entitled to (a) obtain a temporary restraining order; (b) obtain injunctive relief; or (c) specifically enforce this Agreement. Such remedies shall not be the exclusive remedies for any breach of the terms of this Agreement or the obligations imposed herein, but shall be in addition to all other remedies available at law or in equity.

8. Settlement of Disputes

- 8.1 The parties will make effort to settle any disputes arising from this Agreement its execution and termination in a friendly way. If this is not feasible any dispute arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Arbitration and Reconciliation Act 1996 and amendments thereof and conducted by a three member panel (the "Arbitrators") in accordance with the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2023. Place of arbitration shall be New Delhi, India. The arbitration shall be conducted in English language. Awards shall be final and binding on the parties and judgement upon any award may be entered in any court having jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with the laws of India. The conflict of laws rules shall be excluded to the extent that these rules refer to the application of the laws of any other jurisdiction.
- 8.2 In the event that any provisions of this Agreement are finally declared invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement with respect to enforceable provisions shall continue in force and all rights and declarations shall continue. The invalid provisions shall be substituted by valid provisions which reflect as closely as possible the commercial objective of the invalid provisions.

9. Coming into Force and Term of Agreement

This Agreement shall commence on **[Insert Date]** ("Effective Date") and shall remain in effect for a period of [eight (8) years] after the last submittal of Confidential Information or [ten (10) years] from the Effective Date, whichever is later ("Term"). Parties shall have an option to renew the Term, by mutual consent, on the same terms and conditions as contained in this Agreement. The provisions of this Agreement shall however apply

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retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Purpose prior to the Effective Date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to these presents on the Effective Date:

For: [the party to the contract]:

By:.....
[Name and function]

For: Süd-Chemie India

By:.....
[Name and function in block letters]



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भाग- VI
SECTION – VI

स्वास्थ्य सुरक्षा पर्यावरण [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

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as per requirement.

- 2.9. All equipment should be tested and certified for its capacity before use.
- 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 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

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भाग – VII
SECTION – VII

दर अनुसूची (एस ओ आर)
SCHEDULE OF RATES (SOR)

[Do not quote here]



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SCHEDULE OF RATES (SOR)

[Unpriced Bid]

PQC qualified Bidder to quote in the priced bid format as below only after intimation from

BCPL:

NAME OF WORK: DISPOSAL OF USED/WASTE SPENT CATALYST CONTAINING PALLADIUM FROM BCPL, DIBRUGARH

Lot No.	Description of the Material for Disposal	Towards Palladium Content		Remark
		**Indicate Plus (+) or Minus (-) as the case may be	Fixed Premium/ Discount in percentage per Kg of Spent Catalyst	
1	Spent catalyst containing Palladium (OM-201)	(+) / (-) (To be indicated by bidder)	____% (Bidder to Quote)	Quoted /Not Quoted
2	Spent catalyst containing Palladium (OM-350)	(+) / (-) (To be indicated by bidder)	____% (Bidder to Quote)	Quoted /Not Quoted
3	Spent catalyst containing Palladium (OM-452)	(+) / (-) (To be indicated by bidder)	____% (Bidder to Quote)	Quoted /Not Quoted
4	Spent catalyst containing Palladium (DPG-1)	(+) / (-) (To be indicated by bidder)	____% (Bidder to Quote)	Quoted /Not Quoted

[Do not quote here]

** Plus (+) to be indicated for 'Premium' and Minus (-) to be indicated for 'Discount'.
GST shall be @ 3% under HSN 71129990 & TCS @ 1% [applicable as on date and will change as per Govt guidelines].

Both techno-commercial bid and priced bid are to be submitted concurrently, duly digitally signed in e-tender portal (<https://etenders.gov.in/eprocure/app>).

Bidders to quote 'Fixed Premium/Discount towards palladium content in percentage per kg. of Spent Catalyst' in priced bid after compensating any deviation in this regard, recovery cost etc.

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