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**SECTION – I**

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**INVITATION FOR BIDS (IFB)**



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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## SECTION - I

### INVITATION FOR BID [IFB]

To,  
PROSPECTIVE BIDDERS

DATED: 29.10.2022

SUB: "PROCUREMENT OF CARBON MONOXIDE AND CARBON DIOXIDE"

E-TENDER NO.: BCPL/C&P/LE22S209MC/0940

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

|                   |                                                                                                     |                                                                                                                                                                                                                             |  |                   |              |                |              |
|-------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|--------------|----------------|--------------|
| (A)               | SCOPE OF SUPPLY /PROCUREMENT                                                                        | PROCUREMENT OF CARBON MONOXIDE AND CARBON DIOXIDE                                                                                                                                                                           |  |                   |              |                |              |
| (B)               | TENDER NO. & DATE                                                                                   | BCPL/C&P/ LE22S209MC/0940 DATED: 29.10.2022                                                                                                                                                                                 |  |                   |              |                |              |
| (C)               | TYPE OF BIDDING SYSTEM                                                                              | <table><tr><td>SINGLE BID SYSTEM</td><td><div>X</div></td></tr><tr><td>TWO BID SYSTEM</td><td><div>✓</div></td></tr></table>                                                                                                |  | SINGLE BID SYSTEM | <div>X</div> | TWO BID SYSTEM | <div>✓</div> |
| SINGLE BID SYSTEM | <div>X</div>                                                                                        |                                                                                                                                                                                                                             |  |                   |              |                |              |
| TWO BID SYSTEM    | <div>✓</div>                                                                                        |                                                                                                                                                                                                                             |  |                   |              |                |              |
| (D)               | CONTRACTUAL DELIVERY DATE                                                                           | The material shall be delivered on FOT <b>site basis</b> and delivered in staggered manner as per requirement from issue of release order. However <b>date of delivery shall be date of LR.</b>                             |  |                   |              |                |              |
| (E)               | BID SECURITY / EARNEST MONEY DEPOSIT (EMD)<br><i>[Itemized or Lump sum as per site requirement]</i> | <table><tr><td>APPLICABLE</td><td><div>✓</div></td></tr><tr><td>NOT APPLICABLE</td><td><div>X</div></td></tr></table> <p>Amount: INR<b>22,400/-</b><br/>(Refer clause no.16 of ITB &amp; BDS for details)</p>               |  | APPLICABLE        | <div>✓</div> | NOT APPLICABLE | <div>X</div> |
| APPLICABLE        | <div>✓</div>                                                                                        |                                                                                                                                                                                                                             |  |                   |              |                |              |
| NOT APPLICABLE    | <div>X</div>                                                                                        |                                                                                                                                                                                                                             |  |                   |              |                |              |
| (E1)              | DECLARATION FOR BID SECURITY                                                                        | MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A                                            |  |                   |              |                |              |
| (F)               | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)                                                       | (i) <a href="http://www.bcplonline.co.in/">http://www.bcplonline.co.in/</a><br>(ii) <a href="#">Govt. CPP Portal</a> /BCPL's e-Procurement Portal (e-Portal)- <a href="https://etenders.gov.in">https://etenders.gov.in</a> |  |                   |              |                |              |



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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

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



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- This is not an Order.

(Authorized Signatory)  
Name : Mausoom Choudhury  
Designation: SM (C&P)

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## SECTION-II

### BID EVALUATION CRITERIA [BEC]

#### A) BID EVALUATION CRITERIA (BEC):

##### 1.1 BEC- Technical: (as a single bidder)

1.1.1 The Bidder must be a 'Manufacturer' or 'Authorized Dealer/Distributor of Manufacturer' of Manufacturer of Carbon Monoxide and Carbon Dioxide for supply of each items.

1.1.2 The Bidder must have fully supplied and executed at least one single Purchase Order/Contract against '**Supply of minimum quantity of 210 M<sub>3</sub> of Carbon Monoxide**' in previous seven (07) years to be reckoned from the due date of unpriced bid opening.

NB:

**Definition of 'executed'** means: Fully executed and completed as per contract / order. This supply quantity is for supply Carbon Mono Oxide & shall not be required for supply of Carbon Dioxide.

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

##### 1.1.4 Relaxed Norms for Startups (prior experience criteria):

Prior experience (i.e. sl. no. 1.1.2 & 1.1.3 above) for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document. **Start-up has to qualify BEC sl. no. 1.1.1**

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be **duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and also notarized by notary public with legible stamp.**

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

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

##### 1.2 BEC- Financial: (as a single bidder): NOT APPLICABLE



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| Sn. | BEC Clause no. | Description                                                                                                                | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|----------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b>1.1</b>     | <b>Technical Experience Criteria – Document</b><br>[All documents to be uploaded/ submitted must be <b>self-attested</b> ] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.  | 1.1.1          | Experience against Status of Bidder                                                                                        | In case the bidder is a Manufacturer, must upload / submit a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e, valid Industrial License /Annual Report/ISO Certificate / Certificate issued by Statutory Authority/MSME Certificate or equivalent certificate].<br><br>In case the bidder is an authorized distributor / dealer of manufacturer, must upload/ submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/ dealership certificate issued by the manufacturer with proof of manufacturer ship of their manufacturer as mentioned in para 1 above].                                                                                                                                                                                  |
| 2.  | 1.1.2& 1.1.3   | Experience against Supply of order /contract<br><br>OR<br><br>Rate / Running contract                                      | Bidder must submit/upload legible copy(ies) of the followings along with the relevant Technical bid(Un-priced bid) in support of the same towards proof of meeting this BEC:<br><br>1) One Single Order/Contract along with copy of detailed SOR (Schedule of Rates).<br><br>2) Proof of its supply/execution of above [(i.e. <b>execution/completion certificate</b> issued from purchaser/end user/authorized consultant of owner)/ <b>Invoice</b> with proof of payment <b>or</b> Inspection Note <b>or</b> Good Receipt Report <b>or</b> Challan/Consignment Note/Lorry Receipt duly endorsed by the authorized recipient of the buyer / <b>Consignee Receipt &amp; Acceptance Certificate (CRAC) of GeM</b> etc.] clearly having the reference no. of Order/Contract, Item Description, Quantity executed, Executed VALUE and actual date of execution etc.]. |
| 3   | 1.1.4          | Experience against Startup Company                                                                                         | Bidder(having New/Old startup “Certificate of Recognition” as mentioned at 1.1.3) to upload/submit the valid ‘ <b>Certificate of Recognition/Registration</b> ’ issued by <b>Department for Promotion of Industry and Internal Trade (DPIIT)</b> [formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry of Commerce & Industry, Govt. of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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

- ## 2.0 Methodology for Evaluation of Bids:

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## SECTION – III

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## INSTRUCTIONS TO BIDDERS (ITB)



# **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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## **SECTION-III**

### **INSTRUCTION TO BIDDERS**

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1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

**[B] TENDER DOCUMENT:**

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

**[C] PREPARATION OF BID:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD)/ BID SECURITY
17. PRE-BID MEETING
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19. ZERO DEVIATION & REJECTION CRITERIA
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21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
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**[E] BID OPENING AND EVALUATION:**

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS



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- [F] AWARD OF CONTRACT:**

- [G] ANNEXURES:**

1. **ANNEXURE-A:**ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA
2. **ANNEXURE-B:**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:**POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)
4. **ANNEXURE-D:**PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)



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1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. **ANNEXURE-II:** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. **ANNEXURE-III:**INSTRUCTIONS FOR PARTICIPATION IN E-TENDER



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**[A] – GENERAL**

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & ‘Offer’ and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

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

If the Tender Document is/was issued inadvertently / downloaded from, then Bid submitted by such Bidder, shall not be considered for opening/ evaluation/ award.

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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or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/Partners/Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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 Purchaser 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 Purchaser 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.

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## **[B] – TENDER DOCUMENT**

### 7 **CONTENTS OF TENDER DOCUMENT:**

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



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- Section-I : Invitation for Bid [IFB]\*
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format\*\*
- Section-IV : General Conditions of Contract [GCC] – Goods\*\*\*
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Price Schedule/ Schedule of Rates

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

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

\*\*\* General Conditions of Contract - Goods is available on BCPL's Tender website ([https://www.bcplonline.co.in/UploadFiles/GCC\\_Goods.pdf](https://www.bcplonline.co.in/UploadFiles/GCC_Goods.pdf)).

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The RFQ & IFB together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document 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 Tender Documents may notify BCPL in writing or by email in the format "F-11" at BCPL's mailing address indicated in the **IFB/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 bid closing date 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 Websites as mentioned at clause no. 2.0 (F) of IFB
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

## 9 AMENDMENT OF TENDER DOCUMENT:

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.



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- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (F) of IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Purchaser, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

### **[C] – PREPARATION OF BID**

#### **10 LANGUAGE OF BID:**

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

#### **11. DOCUMENTS COMPRISING THE BID:**

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

##### **11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Comprising all the below mentioned documents should be uploaded in the private area earmarked (Tender Document) in the BCPL's e- portal:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.



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- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD / Declaration for Bid Security, as per Clause 16 of ITB
- (j) Copy of Integrity Pact as per Form F-13
- (k) Undertaking as per *Form-1 to Annexure-C* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-A* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies).
- (m) Undertaking as per *Form-I to Annexure-B* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All other forms and Formats including Annexures.
- (o) Tender Document, its Corrigendum/Amendment/Clarification(s) digitally signed by the Authorized Signatory holding POA.
- (p) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Further, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the Bid Due Date.

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

### 11.1.2 PART-II: Price Bid (Finance Folder)

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in SOR attachment in BCPL's e-Portal. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.



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- ## 12 BID PRICES:

- As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted “Nil/Zero” in Price Bid, the same shall be considered inclusive in total quoted



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- 12.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST)on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST)on finished product & on the incidental services shall be indicated in ~~Agreed Terms & Conditions~~ and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.6 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, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.
- 13 **GST (CGST & SGST/ UTGST or IGST):**
  - 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
  - 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
  - 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Service Provider



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

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

13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations,



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except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 In case BCPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

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

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

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

13.10 **Anti-profiteering clause**



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As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider / supplier may note the above and quote their prices accordingly.

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

13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

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

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

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

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



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

- Bidders must submit Bid in Indian Rupees only.

15.2 In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, the Purchaser may request the Bidder to extend the ‘Period of Bid Validity’ for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his ‘EMD/Bid Security’ without any actions being invoked as per bid security declaration. 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.

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

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

The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to BCPL in the format “F-18”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of BCPL, Govt. and BCPL’s e-Portal (in case of e-tendering) and not through the minutes of the Pre-Bid Meeting.



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

### **18 FORMAT AND SIGNING OF BID:**

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.
- 18.3 ***Digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).***

### **19 ZERO DEVIATION AND REJECTION CRITERIA:**

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. 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.

### **19.2 REJECTION CRITERIA:**

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule



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- 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.

Brahmaputra Cracker and Polymer Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘**e-banking**’.

**23      LATE BID:**



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- In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

- 23.2 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.

24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time.No bid shall be modified/ withdrawn after the Bid Due Date & Time.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time 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.

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

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.

### 26.1 Un priced Bid Opening:

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

- ## 26.2 Priced Bid Opening:



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26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

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

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

### 27 **CONFIDENTIALITY:**

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

### 28 **CONTACTING THE PURCHASER:**

28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may 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 purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required ~~EMD / Bid Security~~ Bid Security Declaration;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser 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 Tender Document 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.



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- 30     CORRECTION OF ERRORS:

- ### 31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

## 32 EVALUATION AND COMPARISON OF BIDS:

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In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto  $\pm 5\%$  may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products / Telecom Products etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

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

BCPL will place the Purchase Order/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.

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued



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36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in



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



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

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

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

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

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

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

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

### 40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:

- Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.



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- (ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above document(s) submitted by the Bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

- 40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

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

- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

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

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

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



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

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Seller's Name.....

a) Vehicle/Equipment etc. should be brought to site in good conditions.



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- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

### 41.9 GREEN PACKAGING:

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability

In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

- (i) Adopt green packaging practices for packaging
- (ii) Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.
- (iii) If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.
- (iv) The paper to be packaged in material that is recyclable/reusable or biodegradable.
- (v) Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.
- (vi) Use of reusable containers or packaging to transport products;
- (vii) Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided
- (viii) Avoid the use of materials toxic to humans or the environment

### 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. MENTIONING OF PAN NO. IN INVOICE/BILL:

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

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

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



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

#### 2. **ARBITRATION**

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

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

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

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with



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

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.

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



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resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

46 **REPEAT ORDER:**

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

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 **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II.

Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

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



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

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%



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.....



## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### Annexure-A

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

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

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

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

i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.

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

iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.

Note:



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

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



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Appendix-A1 to Annexure-A

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

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

Whereas

M/s Brahmaputra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

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

Witness:

- 1)
- 2)

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

Witness:

- 1)
- 2)



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Appendix-A2 to Annexure-A

## GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuvan Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at ..... hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number ..... for ..... on ....., and the bidder has submitted its bid number ..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

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

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

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

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.



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For &amp; on behalf of (Supporting Company)

official seal

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Address

2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
M/s Brahmaputra Cracker and Polymer Ltd.

Dear Sir(s),

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

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

1. The said M/s.\_\_\_\_\_ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words)\_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING



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3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
10. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,



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Signature of a person duly  
Authorized to sign on behalf of the Bank  
E-mail :  
Telephone/Mobile No. :

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
3. The Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

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



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Annexure-B

## PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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



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

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

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

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### UNDERTAKING ON LETTERHEAD

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**e-TENDER No.:**

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (*Name of Bidder*) is :

- |      |                                                                                                                                                                  |           |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| (i)  | Not from such a country                                                                                                                                          | [       ] |
| (ii) | If from such a country, has been registered<br>with the Competent Authority.<br>(Evidence of valid registration by the<br>Competent Authority shall be attached) | [       ] |

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

.....



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**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-  
CONTRACTING**

**SUB:**  
**e-TENDER No.:**

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

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

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

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

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

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



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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## Annexure-C

### **POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 Not applicable**

#### **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.

A2 “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.

A3 “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:



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- After conclusion of process, 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)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.



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

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

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.

In exceptional cases where the act of Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

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.



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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. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

- (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) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

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



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

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

- 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.



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# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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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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iv) Implementation of Corrective Measures:

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.

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

- 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.

## 5.1 FOR PROJECTS

- | 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                                           |



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

- 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 Clause no. 28.3.1 of GCC-Goods )

- 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



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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).

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

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

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

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

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

| Sl. No. | Performance Rating | Action                                |
|---------|--------------------|---------------------------------------|
| 1       | <b>POOR</b>        | Seek explanation for Poor performance |



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)



## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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- (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 Three (3) 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 three 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 Three 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.



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- 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



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



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

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

Remarks (if any)

(#) 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:



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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## INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

### **1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

| <b>Delivery Period/<br/>Completion Schedule</b> | <b>Delay in Weeks</b> | <b>Marks</b> |
|-------------------------------------------------|-----------------------|--------------|
| 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 $\leq 2$                                                                                 | 2 marks     |
|                                                                               | 3. No. of deviations $> 2$                                                                                    | 0 marks     |

### **1.3 RELIABILITY PERFORMANCE 20 Marks**



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## Annexure-2

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

### INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

( ) / (A Government of India Enterprise)

## 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |

## 1.3 RELIABILITY PERFORMANCE 20 Marks

| A. | FOR WORKS/CONTRACTS                                                                          | Marks   |
|----|----------------------------------------------------------------------------------------------|---------|
| i) | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time | 4 marks |



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## (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)



( ) / (A Government of India Enterprise)



# FORMS & FORMATS



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| Form No. | Description                                                                         |
|----------|-------------------------------------------------------------------------------------|
| F-1      | BIDDER’S GENERAL INFORMATION                                                        |
| F-2A     | DECLARATION FOR BID SECURITY                                                        |
| F-2B     | PROFORMA OF “BANK GUARANTEE” FOR “EARNEST MONEY DEPOSIT / BID SECURITY”             |
| F-3      | LETTER OF AUTHORITY                                                                 |
| F-3(B)   | POWER OF ATTORNEY                                                                   |
| F-4      | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5      | AGREED TERMS & CONDITIONS                                                           |



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## BIDDER'S GENERAL INFORMATION

TENDER NO:

|    |                                                                                                                                                                                                                               |                                                                                                                                                                       |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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<br><br>If Others Specify:_____ |
|    |                                                                                                                                                                                                                               | [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]                                                                         |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]                                                                                                           | 1.<br>2.<br>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.<br><br>(In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided). | City:<br>District:<br>State:<br>PIN/ZIP:<br>GST No.:                                                                                                                  |
| 8  | Telephone Number & Contact Information address where order is to                                                                                                                                                              | _____<br>(Country Code) (Area Code) (Telephone                                                                                                                        |



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Note: \*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of



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Seal:



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## **DECLARATION FOR BID SECURITY**

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

TENDER NO:

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

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

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

[Signature of Authorized Signatory of Bidder]

Name:

Seal:

**OR**  
**FORMAT F-2B**



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(To be stamped in accordance with the Stamp Act)

|                                                                 |                                                                                                                                          |  |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmaputra Cracker and<br>Polymer Ltd.<br><br>_____ | <b>Bank Guarantee No.</b>                                                                                                                |  |
|                                                                 | <b>Date of BG</b>                                                                                                                        |  |
|                                                                 | <b>BG Valid up to (Expiry date)</b>                                                                                                      |  |
|                                                                 | <b>Claim period up to (indicate date of<br/>expiry of claim period which<br/>includes minimum three months<br/>from the expiry date)</b> |  |
|                                                                 | <b>Stamp Sl. No./e-Stamp Certificate<br/>No.</b>                                                                                         |  |

In accordance with Tender Document under your reference No \_\_\_\_\_ M/s. \_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for

We, \_\_\_\_\_ Bank at  
\_\_\_\_\_ having our Head Office  
\_\_\_\_\_  
(Local Address)

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

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
 . . . . . (currency in words only ) . . . . .



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c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

WITNESS:

Designation with Bank Stamp

Date: \_\_\_\_\_

**(OFFICIAL ADDRESS)**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.



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



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## LETTER OF AUTHORITY

Date:

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**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE  
SECURITY / SECURITY DEPOSIT"**

|                                                                 |                                                                                                                              |  |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmaputra Cracker and<br>Polymer Ltd.<br><br>_____ | <b>Bank Guarantee No.</b>                                                                                                    |  |
|                                                                 | <b>Date of BG</b>                                                                                                            |  |
|                                                                 | <b>BG Valid up to (Expiry date)</b>                                                                                          |  |
|                                                                 | <b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b> |  |
|                                                                 | <b>Stamp Sl. No./e-Stamp Certificate No.</b>                                                                                 |  |

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Brahmaputra Cracker and Polymer Ltd. having registered office at 1<sup>st</sup> Floor, House No 6 Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which expression shall wherever the context so require include its successors and assignees).

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

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.



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9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
 . . . . . (currency in words only ) . . . . .

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Bank by its Constituted Attorney

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.



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



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## AGREED TERMS & CONDITIONS

M/s Brahmaputra Cracker and Polymer Ltd.

TENDER NO:

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                    | BIDDER'S CONFIRMATION                              |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1.  | Bidder's name, Vendor Code of BCPL (if any) and address<br><br>(FOA/Order shall be released in this name)                                                                                                                                                                                                                                      | Bidder's name :<br>BCPL's Vendor Code:<br>Address: |
| 2.  | Bidder furnishes EMD/Bid Security details as under<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity<br>d) Bank Address/e-mail ID/Mobile no. [in case of BG]<br><b>OR</b><br>Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)] |                                                    |
| 3.  | Bidder confirms that the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                        |                                                    |
| 4.  | Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.                                                                                                                                                                         |                                                    |
| 5.  | Bidder confirms that quoted prices are strictly as per Price Schedule format of the Tender Document.                                                                                                                                                                                                                                           |                                                    |
| 6.  | Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:                                                                                                                                                                                                                                            |                                                    |
| 7.  | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.                                                                                                                                                                                                                                                         |                                                    |
| 8.  | Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.                                                                                                                                                                           |                                                    |
| 9.  | Bidder confirms that CPS shall be from any Indian scheduled                                                                                                                                                                                                                                                                                    |                                                    |



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| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | BIDDER'S CONFIRMATION |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | 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, Bidder hereby expressly waives, releases and foregoes 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." |                       |
| 27. | 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.<br><br>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.                      |                       |
| 28. | As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.                                                                                                                                                                                                      |                       |
| 29. | 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.                                                                                                                                                                                                                                                                                                                                                     |                       |
| 30. | Bidder confirms that they have read and understood the General Conditions of Contract – Goods available on BCPL's Tender website ( <a href="http://etenders.gov.in">http://etenders.gov.in</a> ) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.                                                                                                                                                                                                                                                        |                       |
| 31. | Bidder certifies that they <del>would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (<a href="https://www.bcpionline.co.in/UploadFiles/PROCEDUREFORACTION.pdf">https://www.bcpionline.co.in/UploadFiles/PROCEDUREFORACTION.pdf</a>)</del> 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                                                                                                                         |                       |



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Seal:



( ) / (A Government of India Enterprise)

## SECTION – IV

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Company Seal:



( ) / (A Government of India Enterprise)

## SECTION – V

## SPECIAL CONDITION OF CONTRACT (SCC) & SCOPE OF SUPPLY



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

( ) / (A Government of India Enterprise)

## SPECIAL CONDITIONS OF THE CONTRACT Carbon Mono Oxide - CO

### TECHNICAL SPECIFICATION

#### 1.0 QUANTITY:

420 M3

#### 2.0 SCOPE:

2.1 The vendor shall supply Carbon Mono Oxide cylinders with accessories i.e. **Isolation valve for safe, efficient & satisfactory operation at site.**

2.2 The chemical (Carbon Mono Oxide - CO) is required for LLDPE/HDPE swing unit to kill the polymerization reaction in fluidized bed reactor.

#### 3.0 SCOPE OF SUPPLY:

3.1 **42 Nos. cylinders with isolation valves** shall be supplied on rental basis **in two equal lots** after placement of Purchase Order.

3.2 Vendor has to ensure that cylinder's gas outlet valve should be as per **IS-3224 : 2002** with Bullnose connector having **1/4" NPTM** end connection. **Necessary adaptor to be provided by vendor.**

3.3 Supplier recommendations to operate the system safely for minimize risk to operator.

3.4 Vendor shall furnish following information / documents after order:

- a) Dimensional drawing for Cylinder, isolation valves,
- b) Gross weight of the Cylinder
- c) Manufacturer's Test Certificates for all components.

3.5 Rental free period for cylinders shall be of **180 days**. Beyond 180 days the rental charges please be quoted in SOR.

#### 4.0 SPECIFICATION OF CARBON MONO OXIDE

Gas Content : **approx.10 m3** per Cylinder

Pressure : **approx. 200 bar (+/- 5 bar)**

Purity of Carbon Mono Oxide  $\geq$  **99.97 %**

#### 5.0 TECHNICAL REQUIREMENTS

5.1 All the standard safety norms and other statutory regulations prevailing in India pertaining to these high-pressure seamless CO cylinders **as per IS: 7285 latest revision (or prevailing IS code) and Gas Cylinder rules 2004** shall be followed.

5.2 The cylinder shall be fitted with neck ring and regulator as **per IS 3224 and painted as per Gas Cylinder rules 2004.**

5.3 The Material of Construction (MOC) of Regulators and isolation valve shall be Brass or SS.



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- 16. PAYMENT TERM:**

## 17. TRANSPORTATION:

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( ) / (A Government of India Enterprise)

**5.1** The entire quantity of material shall be supplied in single lot within **30 days** from the date of intimation of BCPL. However such intimation shall be given within a period of **One (01) year**. Date of receipt of material at BCPL Lepetkata site shall be considered as date of delivery. However, if there is any change in the delivery schedule, **07 days** advance intimation will be given.



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### 6.1 Loading criteria for Rent free period (RFP) less than 180 days

## PRICE LOADING

- No Loading

To be loaded by –  
 (180-R) x N x A, where  
     N= No. of Cylinders  
     A = Rent charges/day/ Cylinder

- ## 7.0 PRICE REDUCTION SCHEDULE:

The portion of supply completed in all respect, which can be used for commercial Operation, shall not be considered for applying PRS, if delivered within contractual Delivery period. In case of delay in delivery of each lot of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of the delayed delivery value per week of delay or part thereof. However, total deductions on account of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties. GST shall be applicable on PRS amount

For reasons of standard cylinder size variation up to  $\pm 5\%$  (**Five percent**) of the supplied quantity may occur. However the payment shall be made based on the actual quantity of Carbon Di-Oxide supplied as per provision of Purchase order.

Bidder shall dispatch the material only after getting approval from BCPL. The basis for acceptance shall be the inspection report & test results of bidder. In case the same is not found in conformity with the specified value, the whole material is liable to be rejected.

Technical offer of the bidder should contain the following documents:

- 10.1Product datasheet of Carbon Di-Oxide.  
10.2Material safety data sheet (MSDS).  
10.3Storage instruction and safe handling procedure  
10.4Reference list of users and Names of contact persons



## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

( ) / (A Government of India Enterprise)

### 11.0 GUARANTEE / WARRANTY & REPLACEMENT

- 11.1 Bidder should provide Guaranty/Warranty on the supplied material **for the entire shelf-life period. Shelf life period should be mentioned by bidder in technical bid.**
- 11.2 If at any point of time, material supplied is not found suitable for use or are found to be of inferior quality, the material shall be taken back by SELLER at its own cost and material to be replaced immediately.

### 12.0 INSPECTION / CERTIFICATE OF ANALYSIS:

12.1 The supplied Carbon Di Oxide cylinder shall be supported by test certificate of analysis of Carbon Di Oxide for purity as per the specifications issued by any Govt. Recognized / Reputed laboratory / tested by own laboratory & certified by Quality In charge. The consignment without the proper test certificate will not be accepted. Certificate of Analysis (COA) should be in line with BCPL's required specification.

12.2 Cylinders shall be tested and stamped as per **IS 7285 code** and certified by **Chief Controller of explosives**. Certificates shall be furnished along with the cylinders.

### 13.0 PAINTING

Painting shall be as per Vendor' standard and colour of finish coat shall be **as per Gas cylinder rules 2004**.

### 14.0 PACKING INSTRUCTION:

- 14.1 All packing shall be done as per the standard industrial practice and shall be properly packed to provide adequate protection during shipment. Equipment shall also be protected to be suitable for prolonged outdoor storage in the eventuality of delayed erection.
- 14.2 Detailed packing list in water-proof envelope shall be inserted in the package together with equipment.
- 14.3 Each Cylinder should be marked with **i.e. Name of material & code no. Manufacturer's name & batch number, Date of manufacture & net quantity etc.**

### 15.0 PAYMENT TERM:

100% payment shall be release within 15 days after receipt & acceptance of materials at BCPL's Site.

### 16.0 TRANSPORTATION:

Transportation of Full and Empty Cylinders (To and Fro) shall be in scope of **seller**.



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



# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

( ) / (A Government of India Enterprise)

| Sl. No.          | Description                                                                              | Material Code | Quantity | Units | Per Unit Price Ex-works [Including packing & forwarding, duties & excluding freight] | HSN/SAC Code of Material | Per Unit Freight upto BCPL Site at Lepetkata (In %).<br><b>NO NEED TO PLACE % , i.e. 2% will be only 2</b> | Per Unit Freight<br><b>Rs. P</b> | Per Unit GST (CGST & SGST/UTGS T or IGST)<br><b>Select appropriate GST%age from drop down list</b> | Per Unit GST (CGST & SGST/UTGST or IGST)<br><b>Rs. P</b> | Total FOT site BCPL LEPETKATA (Excluding GST) in<br><b>Rs. P</b> | Total FOT site BCPL LEPETKATA (Including GST) in<br><b>Rs. P</b> | TOTAL AMOUNT In Words |
|------------------|------------------------------------------------------------------------------------------|---------------|----------|-------|--------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|-----------------------|
| 1                | 2                                                                                        | 3             | 4        | 5     | 7                                                                                    | 8                        | 10                                                                                                         | 11                               | 12                                                                                                 | 13                                                       | 15                                                               | 16                                                               | 17                    |
| 1                | CARBON MONO OXIDE<br>LONG TEXT:<br>REACTION KILLING AGENT FOR LLDPE/HDPE UNIT            | 5308100013    | 420      | M3    |                                                                                      |                          |                                                                                                            | 0.00                             | 18                                                                                                 | 0.00                                                     | 0.00                                                             | 0.00                                                             | INR Zero Only         |
| 2                | CARBON DI OXIDE<br>LONG TEXT:<br>CARBON DI OXIDE FOR LLDPE/HDPE UNIT FILTER DEACTIVATION | 5308090013    | 420      | KG    |                                                                                      |                          |                                                                                                            | 0.00                             | 18                                                                                                 | 0.00                                                     | 0.00                                                             | 0.00                                                             | INR Zero Only         |
| 3                | SERVICE                                                                                  |               |          |       |                                                                                      |                          |                                                                                                            |                                  |                                                                                                    |                                                          |                                                                  |                                                                  |                       |
| 4                | RENT OF EMPTY CO CYLINDER                                                                | ml            | 7560     | TAG   |                                                                                      |                          |                                                                                                            |                                  | 18                                                                                                 | 0.00                                                     | 0.00                                                             | 0.00                                                             | INR Zero Only         |
| 5                | RENT OF EMPTY CO2 CYLINDER                                                               | ml            | 2520     | TAG   |                                                                                      |                          |                                                                                                            |                                  | 18                                                                                                 | 0.00                                                     | 0.00                                                             | 0.00                                                             | INR Zero Only         |
| Total in Figures |                                                                                          |               |          |       |                                                                                      |                          |                                                                                                            |                                  |                                                                                                    |                                                          | 0.00                                                             | 0.00                                                             | INR Zero Only         |



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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# **FOLDER-II** **(FINANCE/ PRICE BID)**

**(Worksheet to be uploaded at e-Portal in Folder –II (FINANCE/ PRICE BID))**



( ) / (A Government of India Enterprise)

**ENVELOPE – (I): "BID SECURITY / EMD /MSE  
CERTIFICATE (as applicable)**

**SUB: “PROCUREMENT OF CARBON MONOXIDE AND CARBON DIOXIDE FOR LLDPE/HDPE UNIT, BCPL, LEPETKATA”.**

**E-TENDER NO.: BCPL/C&P/LE22S209MC/0940**

BID SUBMISSION DUE DATE &  
TIME ON E-TENDER PORTAL : **14.11.2022 at 1430Hrs**

TO

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise),  
C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam,  
Pin Code:786006,  
Phone no. 0373 2914636.

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD /MSE CERTIFICATE (as applicable)**