



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदा संख्या / e-TENDER NO:
BCPL/C&P/LE20S300MD/10003774

दिनांक / DATE- 12.01.2021

निविदा दस्तावेज़ / TENDER DOCUMENT
FOR
“PROCUREMENT OF 100000 MT (100KT)
PETROCHEMICAL GRADE NAPHTHA FOR BCPL,
LEPETKATA.”

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	08.02.2021 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	09.02.2021 at 15:00 Hrs

ईएमडी मूल्य / EMD Amount	:	Not applicable <i>However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.</i>
Tender Fee निविदा शुल्क	:	Not applicable



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. BCPL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", BCPL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS / EXCEPTIONS'. BCPL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'BRAHMAPUTRA CRACKER AND POLYMER LIMITED'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED TO NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

निविदा संख्या / TENDER NO: BCPL/C&P/LE20S300MD/10003774 FOR PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

SN.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://etenders.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes , as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether	No



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SN.	QUESTIONS	ANSWER
	bid will be accepted or not ?	
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents 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. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. However, MSE being registered as Traders /Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. (EMD not applicable in this tender. However Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1. (ii) There is no exemption in submission of SD (Security Deposit).
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc. (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria /	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SN.	QUESTIONS	ANSWER
	Bidder's Eligibility Criteria) which is incorporated in Tender?	Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition. However, Prior turnover and experience 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, if any) as specified in the tender document. (Refer BEC of tender document)
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) **Demand Draft towards Tender fee : Not applicable**
- ii) **EMD/Bid Security : Not applicable** (However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1).
- iii) **Power of Attorney**



विषय – सूची TABLE OF CONTENTS

भाग – I SECTION – I	बोली हेतु आमंत्रण (आईएफबी) INVITATION FOR BIDS (IFB)
भाग – II SECTION – II	बोली मूल्यांकन मानदंड (बीईसी) और मूल्य बोली मूल्यांकन कार्यप्रणाली BID EVALUATION CRITERIA (BEC) & PRICE BID EVALUATION METHODOLOGY
भाग – III SECTION – III	बोलीदाताओं के लिए निर्देश (आईटीबी) और प्रारूप (बोली-प्रक्रिया डेटा पत्रक (बीडीएस) के साथ पढ़ा जाए) INSTRUCTIONS TO BIDDERS (ITB) AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
भाग – IV SECTION – IV	संविदा की सामान्य शर्तें (जीसीसी) GENERAL CONDITIONS OF CONTRACT (GCC)
भाग – V SECTION – V	SPECIAL CONDITION OF CONTRACT (SCC)
भाग – VI SECTION – VI	तकनीकी विनिर्देश (टीएस) TECHNICAL SPECIFICATIONS (TS)
भाग – VII SECTION – VII	दर अनुसूची (एसओआर) SCHEDULE OF RATES (SOR)



भाग – I
SECTION – I

बोली हेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS (IFB)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION - I

INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

DATED: **12.01.2021**

SUB: PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir/Madam,

- 1.0 Brahma Putra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT	: The contract period shall be one (01) year from the date of LOI/ PO and may be extended for another 3 Months at the same terms and conditions.
II	DELIVERY SCHEDULE	Bidder to start dispatching the material immediately after the placement of LOI or as specified therein. The total quantity of 100 KT PETROCHEMICAL GRADE NAPHTHA to be supplied by the bidder within a period of 01 year from the date of LOI (on monthly basis @ 2-4 rakes /month) as per intimation of BCPL. Rake for the loading of PGN shall be arranged by the seller. Bidder/Seller shall load the rake at Seller's premises and hand over the product to Railways for safe delivery at Lalmati Rly siding of BCPL, Distt- Dibrugarh, Assam. Custody transfer point from seller to buyer shall occur through a document called Railway Receipt. Buyer may depute their authorize representative for inspection of loading at their own cost. Any transit loss during transit shall be claimed by the buyer from the Railways. The cost of transportation shall be reimbursed to seller by the buyer. Buyer shall take necessary insurance for goods in transit to cover a risk of loss if any in transit



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

		which are not attributable to road transporter/railways. The insurance of the supplies after the delivery shall be the responsibility of the buyer only. Accordingly pre dispatch intimation against each consignment shall be sent by the seller to buyer well in advance without fail. Any transit loss thereafter shall be claimed by the buyer from the Railways/Insurance Company/Transporter or like agencies. The average required quantity is 2-4 rakes per month. In case of any change in qty. as per the requirement of BCPL, the same shall be intimated to supplier 15 days in advance for making the product available on best endeavor basis. Before loading of each consignment, supplier will take an acceptance of the quality specification of the offered consignment from BCPL.
II	Tender Fee	Not applicable
III	Earnest Money Deposit (EMD)	: Not applicable (Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.)
IV	BID DUE DATE & TIME	: 08.02.2021 up to 1430 Hrs
V	OPENING OF UNPRICED BID	: 09.02.2021 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	: 04 months from the date of un-priced bid opening.
VII	VENUE FOR OPENING OF UNPRICED BIDS	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.
VIII	MODE OF TENDERING	: Open Domestic Competitive e-bidding (Under Two Bid System Basis). Tender is uploaded at NIC's e-tender portal (CPPP): https://etenders.gov.in/eprocure/app and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). WEBSITE: https://www.gailtenders.in ; http://www.bcplonline.co.in ; and CPP Portal
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	22.01.2021 at 3-00 PM Brahmaputra Cracker and Polymer Limited, C&P



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

		Department, Administrative Building, PO: Lepetkata, Distt.:DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.
--	--	---

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

निविदा के प्रमुख नियम और शर्तें

MAJOR TERMS AND CONDITIONS OF TENDER

I	CONTRACT PERIOD	:	The contract period shall be one (01) year from the date of LOI/ PO and may be extended for another 3 Months at the same terms and conditions.
II	DELIVERY SCHEDULE	:	Bidder to start dispatching the material immediately after the placement of LOI or as specified therein. The total quantity of 100 KT PETROCHEMICAL GRADE NAPHTHA to be supplied by the bidder within a period of 01 year from the date of LOI (on monthly basis @ 2-4 rakes /month) as per intimation of BCPL. Rake for the loading of PGN shall be arranged by the seller. Bidder/Seller shall load the rake at Seller's premises and hand over the product to Railways for safe delivery at Lalmati Rly siding of BCPL, Distt- Dibrugarh, Assam. Custody transfer point from seller to buyer shall occur through a document called Railway Receipt. Buyer may depute their authorize representative for inspection of loading at their own cost. Any transit loss during transit shall be claimed by the buyer from the Railways. The cost of transportation shall be reimbursed to seller by the buyer. Buyer shall take necessary insurance for goods in transit to cover a risk of loss if any in transit which are not attributable to road transporter/railways. The insurance of the supplies after the delivery shall be the responsibility of the buyer only. Accordingly pre dispatch intimation against each consignment shall be sent by the seller to buyer well in advance without fail. Any transit loss thereafter shall be claimed by the buyer from the Railways/Insurance Company/Transporter or like agencies. The average required quantity is 2-4 rakes per month. In case of any change in qty. as per the requirement of



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

			BCPL, the same shall be intimated to supplier 15 days in advance for making the product available on best endeavor basis. Before loading of each consignment, supplier will take an acceptance of the quality specification of the offered consignment from BCPL.
III	PAYMENT TERMS	:	100% payment shall be release within 15 days after receipt & acceptance of materials at BCPL's Site. The respective invoice along with materials and freight Invoice (RR copy in the name of BCPL) are must be reached at BCPL site at least 3 working days in advance before the payment due date.
IV	LOADING	:	Not applicable
V	TRANSIT INSURANCE	:	Transit insurance shall be arranged & borne by supplier.
VI	SECURITY DEPOSIT	:	Not applicable
VII	GUARANTEE/WARRANTY	:	As per SCC
VIII	PRICE BASIS	:	FOT BCPL RAILWAY SIDING AT LALMATI, DIBRUGARH ASSAM BASIS inclusive of freight & GST.
IX	REPEAT ORDER CLAUSE	:	As per General Conditions of Contract Clause-40.
X	AWARD CRITERIA	:	The OWNER will award the contract to the successful bidder whose price has been determined to be lowest among all successful bidder(s).
XI	METHODOLOGY FOR EVALUATION OF BID:	:	Please refer SECTION-II clause No. 1.4 .
XII	ORDER OF PRECEDENCE	:	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts (Goods)

ADDRESS TO WHICH HARD COPY OF DOCUMENT (as applicable) IS TO BE SENT (BY COURIER/REGD. POST/ETC.)

HoD (C&P)

Administrative Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

Ph no: +91 373-2914635

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

Page - 11 - of



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

EARNEST MONEY DEPOSIT (EMD)/BID BOND/BID SECURITY:

Not applicable

Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.

DOCUMENTS AGAINST BEC:

The bidder is required to read BEC [Refer Article 1(ix) above and Annexure -1 to IFB] carefully and ensures to furnish/ uploading in the bid on BCPL's e-tendering website complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on the document(s)/ available document(s) in the website with BCPL, shall only be considered for further evaluation.

3.0 The following documents in addition to uploading in the bid on BCPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-

- i) **Demand Draft towards Tender fee: Not applicable**
- ii) **EMD/Bid Security: Not applicable**
- iii) **Power of Attorney**

4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.

7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

9.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

PRE-BID MEETING:

- a) The prospective bidder(s) or his official representative(s), are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/fax/ courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Immediately upon receipt of tender information, interested bidder must submit F-1 "Acknowledgement Cum Consent Letter" duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 "Acknowledgement Cum Consent Letter" attached in the tender failing that BCPL may not issue any tender to such bidder in future.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

Thanking You,

Yours Truly,

For Brahma Putra Cracker and Polymer Limited

(M J Duarah)

Ch. Manager (C&P)

E-mail: mjduarah@bcplindia.co.in



भाग – II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी)
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder should be a 'Manufacturer of Petrochemical Grade Naphtha' and have railway loading facilities at their dispatch location.

1.2 BEC- Financial: Not applicable as deliberated at para 2.2 above.

1.3 Documents/Documentary Evidence required to be uploaded / submitted in e-tender portal of BCPL by the bidder along with other bid documents for qualifying the BEC mentioned at sl. no. 1.1 above:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)
	1.1	Technical Experience Criteria – Document [All documents to be uploaded/ submitted must be self- authenticated / self-attested with legible stamp]	
1.	1.1.1	Experience against Status of Bidder	Bidder must be a Manufacturer of Petro-Chemical Grade Naphtha , it must have 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] which is to be submitted/uploaded along with their bid.

Note to above Bid Evaluation Criteria (point no. 1.1):

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.

1.4 Methodology for evaluation of Bid(s) and award:

1.4.1 EVALUATION: BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

*Bid(s) of techno-commercially acceptable bidder(s) will be evaluated on **landed price** of Naphtha at the railway siding of Brahmputra Cracker and Polymer Limited at Lepetkata(Lalmati) in Dibrugarh district of Assam, to determine the L-1 status among the bidders.*

Prevailing rail freight from the supplier's railway siding to the railway siding of Brahmputra Cracker and Polymer Limited at Lepetkata, shall be loaded to the quoted basic ex-works price of the bidder(s) to arrive at the landed price.

Evaluation and Comparison of Bid(s): The evaluated landed price of the bidder(s) shall include the following:

- Ex-works Basic price
- Prevailing rail freight **one day prior to** the price bid opening date [from the supplier's railway siding to the railway siding of Brahmputra Cracker and Polymer Limited at Lepetkata (Lalmati) (considering full rake qty. as 2300MT & excluding GST)] shall be loaded to the quoted Ex-works Basic price.
- GST (CGST & SGST/UTGST or IGST) on sl. no. (i) and (ii) above.
- Less Input Tax credit on GST (CGST & SGST/UTGST or IGST).
- Other loading, if any, as specified in Tender Document.

1.5 Pricing formula

Applicable rate for a particular fortnight (1st Fortnight / 2nd Fortnight)

1	MOPAG Naphtha *	\$/MT	A		Remarks
2	Platts Premium/Discount for Naphtha *	\$/MT	B		D= (B+C) should be quoted as fixed premium by the bidder.
3	Other Premium (profit margin etc)	\$/MT	C	D=B+C	
4	Ex-works Price	\$/MT	E= A+D		
5	Exchange Rate *	Rs/\$	F		
6	Price, Ex-works	Rs/MT	G =E x F		
7	Railway Freight *	Rs/MT	H		
8	GST @ 18%	Rs/MT	I =@18% on (G+H)		
9	Total Invoice Value	Rs./MT	J= G+H +I		



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- *MOPAG (Mean of Platts Arab Gulf) Naphtha: will be worked out on the basis of average of all Platts quotes in \$/MT under the head FOB Arab Gulf for Naphtha available during the immediate previous fortnight of loading.*

Example: MOPAG Naphtha monthly average price from 1st January, 2021 to 15th January, 2021 shall be considered for calculating the Naphtha price of 2nd Fortnight of January, 2021 (i.e. from 16.01.2021 to 31.01.2021).

Similarly, MOPAG Naphtha monthly average price from 16th January, 2021 to 31st January, 2021 shall be considered for calculating the Naphtha price of 1st Fortnight of February, 2021 (i.e. from 01.02.2021 to 15.02.2021).

- *Platts Premium/Discount for Naphtha = The premium/discount average shall be worked out on the basis of average of all Platts premium/discount quotes in \$/MT for FOB Arab Gulf for Naphtha as available during the immediate previous fortnight of loading and the same to be **included in quoted fixed premium** as mentioned at sl. no. 2 & 3 above table.*
- *Exchange Rate: Average of RBI USD INR exchange rate during the immediate previous fortnight of loading as above.*
- *Railway Freight: Railway Freight (from bidder's/supplier's location to BCPL Railways siding at Lepetkata, Dibrugarh) shall be paid by bidder/supplier, on behalf of BCPL initially and the same shall be reimbursed at actual basis by BCPL on submission of documentary evidence by the bidder(s) subsequently.*

1.6 METHODOLOGY FOR DISTRIBUTION OF QUANTITY (for award):

Purchase Order shall be awarded to single vendor for 100% quantity on L-1 basis as per methodology for evaluation of Bid(s)

BCPL's decision in this regard shall be final and binding on the bidder.

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

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

.....



भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)
INSTRUCTIONS TO BIDDERS (ITB)
[TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)]



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
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. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD)
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

[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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISE
45. DISPUTE RESOLUTION
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. QUARTERLY CLOSURE OF THE CONTRACT
49. AHR ITEMS
50. INCOME TAX & CORPORATE TAX
51. BILLING SYSTEM
52. TRANSPARENCY
53. SALE OF BID DOCUMENTS
54. SUBLETTING & ASSIGNMENT
55. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR

[G] ANNEXURES:

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: BIDDING DATA SHEET (BDS)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 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.
- 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 along with 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 ELIGIBLE BIDDERS:

- 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, Mecon 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 to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to BCPL by the Bidder.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put 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/blacklisted by Government department/ Public Sector 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.

2.3 Bidder shall not be affiliated with a firm or entity:

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

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

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

2.6 Power of Attorney:

- For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

- For Consortium / Joint Venture:

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements,



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 **BID FROM "CONSORTIUM"/"JOINT VENTURE [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]: NOT ACCEPTABLE**

4 **ONE BID PER BIDDER:**

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 **COST OF BIDDING & TENDER FEE:**

5.1 **COST OF BIDDING:**

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.

5.2 **TENDER FEE: *Not applicable***

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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT:

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : Schedule of Rates

- 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 Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** 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 NIC's **e-tender portal (CPPP): <https://etenders.gov.in/eprocure/app>**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 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 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on NIC's e-tender portal: <https://etenders.gov.in/eprocure/app/> and GAIL's/BCPL's website [<http://gailtenders.in>; www.bcplonline.co.in] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment 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 in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID:

- 11.1 **Bids are invited under e-tendering mode in Two Bid system basis.** Bidders are requested to refer instructions for participation in E-Tendering as per Annexure-III and the 'ready reckoner' available in <https://etenders.gov.in/eprocure/app>. **Bids submitted manually shall be rejected, the bids must be submitted on NIC's E-tendering website as follows:**

NIC's [e-tender portal \(CPPP\)](https://etenders.gov.in/eprocure/app): <https://etenders.gov.in/eprocure/app>

Tender is also uploaded at BCPL's, GAIL's and CPP website:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

<https://www.gaitenders.in;>

<http://www.bcplonline.co.in;> and CPP Portal

The Bid prepared by the Bidder shall comprise the following components in 2 different folders.

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

Part-I of the Bid shall be uploaded in Folder - I and shall contain the following:

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee (**Not applicable** in this Tender)
- (C) Original EMD / Bid Security (**Not applicable** in this tender)
- (D) Documents against BEC (Refer Appendix -1 to IFB)
- (E) Power of attorney
- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F -10)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3, F4, F5(A), F5 (B), F6, F7, F8, F10, F11, F12, F13, F14, F16,F-17,F-18,F-19 of Tender Document)
- (H) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) duly signed and stamped towards proof of submission of prices as per price schedule in "Price Bid (Part-II)" of Bid.
- (I) Technical specification sheet duly filled all desired information & signed
- (J) All technical and commercial details other than the rate/price
- (K) Complete Tender Document signed
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued

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

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

Part-II of the Bid shall be uploaded in **Folder-II (Price bid folder/Finance folder) in the e-tender portal:** <https://etenders.gov.in/e procure/app> and shall contain Price Bid only. The Prices are to be uploaded strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- i) The Prices are to be uploaded strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.2 In the instant case, the bids are invited under e-tendering system, therefore, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-III, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be uploaded on BCPL’s E-Portal (i.e NIC e-portal) as follows:-

11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising of all the above documents mentioned at 11.1.1 along with Power of Attorney should be uploaded in the private area earmarked (Tender Document) in the BCPL’s e- portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.

Further, Bidders must upload Power of Attorney and any other documents as specified in the Tender Document and original of same to be forwarded to the address mentioned



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

11.2.2 PART-II: PRICE BID:

The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment as per instructions provided in Annexure-III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on BCPL's e-portal.

12 BID PRICES:

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation** (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, BCPL reserves the right to transport the material with it's own transporter.

- E) Charges for incidental services and **GST (CGST & SGST/UTGST or IGST) on these services** as per the Price Schedule/ Schedule of Rates.

12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 12.3 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.5 The delivery basis of the goods is mentioned in BDS. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 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 F-10 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.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 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.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13 TAXES & DUTIES:

- 13.1 Within the contractual delivery period, the statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier 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. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct 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 Supplier of Goods / Services with requisite details.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.

- 13.7 The supplier shall mention the particulars of Brahmputra Cracker and Polymer Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.9 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, there prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid. 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.
- 13.10 In case the GST rating of vendor 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 for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by BCPL.
- 13.11 **Anti-profiteering clause:**
As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.
- 13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

13.13 In order to bring more clarity, the aforesaid Para with regard to quoting of wrong/erroneous percentage of GST by a bidder is modified as under:

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

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.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

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

15.2 In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, the 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 fax/email. A Bidder may refuse the request without forfeiture of his ‘Bid Security’. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its ‘Bid Security’ for the period of the extension and in accordance with “ITB: Clause-16” in all respects.

16 EARNEST MONEY DEPOSIT (EMD):

EMD: Not applicable

However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at **Annexure-1**.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

17 PRE-BID MEETING:

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. 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.
- 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 each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.
- 18.3 *In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.*

19 ZERO DEVIATION AND REJECTION CRITERIA:

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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/Premium (formulae based)
- (b) Specifications
- (c) Schedule of Rates / Price Schedule / Price Basis
- (d) Delivery Period / Period of Contract/ Completion schedule
- (e) Period of Validity of Bid
- (g) Warranty/ Guarantee
- (h) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (i) Force Majeure & Applicable Laws
- (j) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid.

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

20 E-PAYMENT:

Brahmaputra Cracker and Polymer Limited has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID:

- 21.1 In case of e-tender, Bid shall be submitted/uploaded through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID:

22.1 The Bid must be uploaded on BCPL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.

22.2 BCPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of BCPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of BCPL and Govt. and BCPL's e-Portal (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID:

23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.

23.2 E-tendering system of BCPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

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

24 MODIFICATION AND WITHDRAWAL OF BID:

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

24.1.1 IN THE INSTANT CASE OF E- TENDER:

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.2 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 BID OPENING

26.1 Un priced Bid Opening:

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

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. 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 in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 in this regard.

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 substantially responsive to the requirements of the Tender Document; and
- (d) 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 Document.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Document.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 CORRECTION OF ERRORS:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.
- 31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**
- Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
- 32 EVALUATION AND COMPARISON OF BIDS:**
- Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).
- 33 QUANTITY VARIATION:**
- 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. 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.
- 34 PURCHASE PREFERENCE:**
- Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

35 AWARD:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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.

36 NOTIFICATION OF AWARD / LETTER OF INTENT:

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 Fax / 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 thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

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

37.0 DISPATCH SCHEDULE:

37.1 The material to be dispatched on FOR (Free on Rail) BCPL Lalmati Rly siding basis on freight prepaid basis.

Seller shall submit the following documents immediately through email and original within 7 days from the date of dispatch as per Purchase Order:

- (i) Invoice
- (ii) RR
- (iii) Test Certificate
- (iv) Any other document/details, if mentioned in Purchase Order.

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:- NOT APPLICABLE**

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE): NOT APPLICABLE

41 PACKING INSTRUCTIONS:

41.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs.

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name.....

42 VENDOR PERFORMANCE EVALUATION:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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. 2 Lacs per transaction.

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

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

44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 DISPUTE RESOLUTION:

ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC

45.1 Brahmputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on BCPL's web site www.bcplonline.co.in for reference. Unless otherwise specified, the matters where decision of the BCPL is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s) /issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahma Putra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48 QUARTERLY CLOSURE OF THE CONTRACT:

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, BCPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution. Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

49 AHR ITEMS- NOT APPLICABLE FOR THIS TENDER

50 INCOME TAX & CORPORATE TAX:

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

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

50.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

51 BILLING SYSTEM:

ORIGINAL Bills/Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on “top left corner of the envelope” with “address” as under:

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Invoice Value: Rs. Indenting Dept.
Job/Supply of

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s. Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373 2914636.	HOD (C&P) M/s. Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373 2914636.

52 TRANSPARENCY:

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

53 SALE OF BID DOCUMENTS:

Not applicable

54 SUBLETTING & ASSIGNMENT:

- 54.1 The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC also to be referred.

55 Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor

- 55.1 Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/ contractor.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

56. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
57. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
58. Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

.....



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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- 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 “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

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

The concerned Order (s)/ Contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

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.

No risk and cost provision will be enforced in such cases.

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

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after execution of Contract and during DLP/ Warranty/Guarantee



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

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 Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

- (i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL based on the input from investigating agency, forward for specific immediate action against the Agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Annexure-B

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

1.0 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 in Projects and in O&M 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.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in PRDS, 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:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

recommend for continuation or discontinuation of such party from the business of BCPL.

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

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.

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

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance, shall be done immediately after execution of Order/Contract.
- ii) After execution of Orders, a PRDS (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 need to be initiated by Site C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, PRDS to be closed with a letter to the concerned for improving performance in future.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
 - ii) One time Vendor/ Supplier/Contractor/ Consultant.
 - iii) Orders for Misc./Administrative items/ Non stock Non valued items.
- 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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 5.1 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.

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/Consultant should not be considered in ongoing tendering process/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG/CPS will not be forfeited and payment will be made as per provisions of concerned Contract. However, this would be without prejudice to other terms and conditions of the Contract.
- 6.3. Effect on other ongoing tendering process:
- 6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.
- 6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 8.0 If an unsuccessful Bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such Bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER:

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

Further, such Bidder will be put on holiday for a period of six months after following the due procedure.

11. In **case** CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Annexure-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

1.3 RELIABILITY PERFORMANCE

20 Marks

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 DEFINITIONS

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

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

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'**Non-local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content(LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode: and (b) conducts any business activity in India in any other manner.

3.0 SCOPE

- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

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

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

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

- 3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

- 3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

- 4.1 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

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

- 5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>

- 5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.
- 5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1 In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:
- 6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 6.1.3 **Goods:**
- (a) If the tenders can be split (as specified in BDS)** then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

***** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.***

(b) If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

6.1.4 Services/EPC Contracts :

(a) **In case tender for services/ EPC cannot be split (as specified in BDS)**, The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

(b) **In case tender for services/EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

6.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3 LC of the EPC Contracts:

7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4 Calculation of LC and Reporting



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.0 CERTIFICATION AND VERIFICATION

8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

(d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.1 After Contract Award:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
 - In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
 - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.
- 8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.
- 8.5 BCPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

9.0 Sanctions

- 9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which BCPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.



PROCEDURE FOR AWARD OF CONTRACTS/ ORDERS

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

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

1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, non Class-II local supplier as per PP-LC

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

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- (IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.
- (V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORM-1
UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)

To,

M/s BCPL

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	☐
Policy to Provide Purchase Preference (linked with local content)	☐

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORM-2
SELF CERTIFICATION BY BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER
TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s BCPL

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*)/ M/s (*Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer (strikethrough which is not applicable)*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORM-3
CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER
TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s BCPL

SUB:

TENDER NO:

Dear Sir

1. We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (***Name of the bidder***) hereby certify that as per definition specified in PP-LC policy, M/s._____ (***Name of the bidder***) is

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that M/s_____ (***Name of Bidder***)/ M/s (***Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer***) (~~strikethrough which is not applicable~~) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (***Name of the bidder***).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- (i) This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier(*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

Place: [Signature of Authorized Signatory of Manufacturer]

Date: Name:

Designation:

Seal:

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORM-5

**CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE
COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST
ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF
OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II
SUPPLIER**

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s._____ (**Name of Manufacturer**) hereby certify that M/s._____ (**Name of Manufacturer**) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No._____ by M/s _____ (**Name of the bidder**).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)) is available in BCPL website <http://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf>

HELP DESK (BCPL)

Phone : 6900182953 (only for e-tender queries)

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in



ANNEXURE-IV
BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE
FOLLOWING:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender No. is : TENDER NO.: BCPL/C&P/LE20S300MD/10003774				
1.1	The Employer/Owner is: M/s. Brahma Putra Cracker and Polymer Limited				
2.1	Name of the Supply: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE :(Un-incorporated) <table border="1"> <tr> <td>APPLICABLE</td> <td>NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. M. J. Duarah, CH. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: mjduarah@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): Refer SCC _____ _____				



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be Four (4) months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE20S300MD/10003774
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Sh. M. J. Duarah, CH. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mjduarah@bcplindia.co.in ;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 03732914636 .Email id: mjduarah@bcplindia.co.in
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

33	Compensation for Extended Stay:	<table border="1"> <tr> <td>APPLICABLE</td> <td>☐ NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐ YES</td> </tr> </table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO					
NOT APPLICABLE	☐ YES					
F. AWARD OF CONTRACT						
ITB clause	Description					
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam					
38	Contract Performance Security/ Security Deposit					
	<table border="1"> <tr> <td>APPLICABLE</td> <td>☐ No</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐ Yes</td> </tr> </table>	APPLICABLE	☐ No	NOT APPLICABLE	☐ Yes	
APPLICABLE	☐ No					
NOT APPLICABLE	☐ Yes					
	Applicable: As specified in clause No. 38 of Section–III of tender document.					
40	Public Procurement Policy for MSEs :					
	<table border="1"> <tr> <td>APPLICABLE</td> <td>☐ NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐ YES</td> </tr> </table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES	
APPLICABLE	☐ NO					
NOT APPLICABLE	☐ YES					
	The tender is split able.					
41	Provision of AHR Item :					
	<table border="1"> <tr> <td>APPLICABLE</td> <td>☐ NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐ YES</td> </tr> </table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES	
APPLICABLE	☐ NO					
NOT APPLICABLE	☐ YES					



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Clause No. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	NO
	NOT APPLICABLE	YES



फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-5 (A)	LETTER OF AUTHORITY
F-5 (B)	Power of Attorney
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING MANDATE FORM
F-19	MSE CA CERTIFICATE FORMAT
Annexure-1	<u>DECLARATION FOR BID SECURITY</u> Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor / Partners / Directors of the firm/company	
4.	Number of Years in Operation	
5.	Erstwhile Name of Bidder /Details of name change during years of Operation	
6.	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7.	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
8.	Operation Address (if different from above)	City: District: State: PIN/ZIP:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:
10.	Website	
11.	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12.	ISO Certification, if any	[If yes, please furnish details]
13.	Bid Currency	
14.	Banker's Name	
15.	Branch	
17.	Bank account number	
18.	PAN No.	[Enclose copy of PAN Card]
19.	GST No.	[Enclose copy of GST Registration Certificate]
20.	Vendor Classification with respect to GST. Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐
21.	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
22.	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i>
23.	Type of Entity	Corporate / Non-Corporate (As per CGST/SGST/UTGST Act). <i>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</i>

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

After examining / reviewing the Tender Document for the above mentioned Tender Document number for “_____” including "Technical Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Price Schedule/Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Tender Document, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of as defined in BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" for Amount and Validity as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a detailed Purchase Order/Contract documents prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

We understand that Tender Document is not exhaustive and any action and activity not mentioned in Tender Document but may be inferred to be included to meet the intend of the Tender Document shall be deemed to be mentioned in Tender Document unless otherwise specifically excluded and we confirm to perform for fulfillment of Contract and completeness of the supplies in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: _____ [Signature of Authorized Signatory of Bidder]

Date: _____ Name: _____
Designation: _____
Seal: _____

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

We are enclosing the following documents as part of the bid:

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document (s) submitted by the Bidder	File Name (in case e-Tender) and Total number of Pages
1.	Section III, 5.2 (if applicable), 11.1.1 (k),	Tender Fee	Nil	Nil
2.	Section III, 11.1.1 (p) & 16.0	Bid Security/ EMD	Nil	Nil
3.	Section III, 16.3	Not Applicable		
4.	Section III, 11.1.1 (n)	Power of Attorney		
5.	Section III, 11.1.1 (r)	Not Applicable		
6.	Section II (D) (i)	Documents against Technical Criteria of BEC		
7.	Section II (D) (ii) & F-16	Documents against Financial Criteria of BEC		
8.	Section II (A) Note (i)	Tax Paid Invoice /Documents (if applicable)		
9.	Section III, 2, 3.1(if applicable), 11.1.1(b) & (c) & (f) & (g) & (h) & (i) & (j) & (m) & (q),	Submission of All Forms & Formats duly filled & signed		
10.	Section III, 10.0 (if applicable),	List of Documents not in English language and its corresponding English Translation		
11.	Section III, 11.1.1(a)	Covering Letter		
12.	Section III, 11.1.1(e)	Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted"		
13.	Section III, 11.1.1(s)	List of consortium/ JV member(s), and Consortium Agreement	if applicable	
14.	Section III, 11.1.1(t)	Complete Tender Document, its Corrigendum/ Amendment /Clarification(s)		
15.	Section III, 11.1.1(u)	A List of Additional document(s) & its enclosures		
16.	Section III, 13.7	A List of the material from a sub-vendor		
17.	Section III, 40.3 (a)	Not Applicable		
18.	Section III, 40.3 (b)	Not Applicable		
19.	Section III, 40.3	Not Applicable		
20.	F-1, Point No. 2	Relevant certificates / Partnership Deed/ Certificate of Registration, as applicable		
21.	F-1, Point No. 18	Copy of PAN Card		
22.	F-1, Point No. 19	Copy of GST Registration Certificate		
23.	F-1, Point No. 20	Not Applicable		

Place:
Date:

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

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

Page - 92 - of



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-4

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

NOT APPLICABLE

(However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.)

.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-5 (A)

LETTER OF AUTHORITY

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

Ref: **BCPL/C&P/LE20S300MD/10003774**

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-5 (B)

POWER OF ATTORNEY

**(TO BE SUBMITTED on a non-judicial stamp paper of appropriate value / ON THE LETTER-
HEAD OF COMPANY)**

To,

HOD(C&P)

Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA
FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

"The undersigned _____ (Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid, conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID

(Name of person)

E-mail id:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-7

DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

We hereby confirm that we are not on 'Holiday' by BCPL 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 as on due date of submission of bid.

Further, we confirm that neither we nor our allied agency / (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas.

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to BCPL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Tender Document, award is given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Purchaser is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-9

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

-NOT APPLICABLE

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-10

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's Name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's Name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order. However, price variation formulae is applicable as per SCC.	
4.	i) Confirm quoted prices are on FOT Lalmati Rly siding of BCPL, Distt- Dibrugarh, Assam basis. ii) Railway freight shall be loaded as per SOR for evaluation purpose.	
5.	Please specify the Dispatch Point	
6.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	Not applicable in this tender.
8.	Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

9.	Confirm for submission of price as per pricing formulae mentioned in SCC . Please also confirm to submit the calculation details as mentioned Schedule of Rate. (SOR)	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Confirm that printed terms and conditions of Bidder are not applicable.	
11.	Confirm your offer is valid for 4 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
12.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
14.	Confirm that none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ BCPL or his relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.11 of ITB.	
19.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	i) CGST :% ii) SGST/UTGST : % Total (i + ii) :% Or IGST : % Cess (if any) : %
20.	Confirm that item wise Harmonized System Nomenclature (HSN) codes has been submitted and mentioned in un-priced & priced SOR.	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

21.	Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	
22.	Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule.	
23.	Confirm any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by bidder shall be to bidder's account.	
24.	Confirm acceptance of Anti-profiteering clause no. 171 of GST Act as per ITB clause No. 13.11 .	
25.	Part Order: (a) Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion). (b) Confirm any charges quoted extra as lumpsum shall be applicable pro-rata on value basis in the event of part order.	
26.	Repeat Order: Confirm acceptance of Repeat Order within 6 (six) months as per ITB.	
27.	Bidder accepts Guarantee clause as per as per tender.	
28.	Bidder accepts Arbitration/Resolution of Dispute clause .	
29.	Bidder accepts Force Majeure clause.	
30.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly Stated. This does not necessarily be cause for disqualification. However if this declaration is not Furnished the bid shall be rejected as non- responsive.	
31.	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid Has been initialed and stamped by the authorized person.	
32.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws.	
33.	Confirm that the contents of the tender documents, its enclosures, amendment(s) / corrigenda / addenda etc. have	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

	not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection.	
34.	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
35.	Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir,

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

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

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s. (Name of the bidder with complete address). In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by M/s. (Name of the Bidder) shall be liable for rejection".

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

F-13

BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Sl. No.	Description of the Supply/ Services	PO/ Contract No. and date	Full Postal Address & phone nos. of Client.	Value of Contract/Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-14

CHECK LIST

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

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

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-Tender)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the Bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		Not Applicable
iii	Digitally Signed and stamped original copy of Tender Document.		
iv	Power of Attorney in the name of person signing the bid.		
V	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration regarding Holiday / Banning		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable as per SCC) are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s) of bidder.		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document / uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
8.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-15

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

NOT APPLICABLE



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER
(NOT APPLICABLE)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

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

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-18

E-BANKING MANDATE FORM

(To be issued on vendors **letter head**)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Annexure-1

DECLARATION FOR BID SECURITY

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE
NAPHTHA FOR BCPL, LEPETKATA**

TENDER NO.: BCPL/C&P/LE20S300MD/10003774

Dear Sir

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



भाग – IV
SECTION – IV

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

Dear Sir,

In reference to the Tender number **BCPL/C&P/LE20S300MD/10003774** dated **12.01.2021**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC-Goods : https://bcplonline.co.in/UploadFiles/GCC_Goods.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V

SPECIAL CONDITION OF CONTRACT [SCC]



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION-V

SPECIAL CONDITION OF CONTRACT [SCC]

PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA.

1. MODE OF DELIVERY:

Naphtha supply will be in cargo on EXMI basis by Rail Rakes. Supplier shall pay the amount of freight to Railways on behalf of BCPL which will be reimbursed at actual by BCPL. RR should be in favor of BCPL and hence title transfer will take place after material is loaded, into the rake.

2. QUANTITY:

Supply quantity shall be tentatively 02-04 Rakes per month [one Full rake =2300 MT +/- 5% approx.]. Any changes in the delivery schedule to be mutually agreed upon.

3. PRODUCT QUALITY:

For the supply of Petrochemical grade Naphtha to BCPL as per below mentioned specification.

Deviations if any shall have to be mutually agreed in writing.

BCPL Naphtha Feed specifications:

Sl No	Property	Unit	Test Method	Specification range
1	Colour	Saybolt	ASTM D-156	+25 Min
2	Density@15 degc	Gm/ml	ASTM D-1298	0.67-0.7
3	Sulfur (Total)	Ppm(max)	D-3120 altUOP-357	100- 600
4	Total Paraffins	Vol % (Min)	PONA/D5543 alt D-5134(GC)	75-85
5	Iso/Normal Paraffins ratio	Max	do	1.7-2.01
6	Olefins	Vol% (Max)	do	0.5
7	Aromatics	Vol%(Max)	do	5-8
8	Napthenes	Vol%(Max)	do	Balance
9	IBP	Deg c	ASTM-D86	44-55
10	FBP	Deg c	ASTM-D86	135-145



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

11	RVP	Psia(Max)	ASTM D-323	11
12	Chlorides	Ppmw(Max)	ASTM D-4929-94	1
13	Lead	Ppbw(Max)	AAS with graphide furnace	5
14	Mercury	Ppbw(Max)	CVAA	Not traceable

Note:

*Arsenic Content ICP ppb(w) <10

*Sodium ASTM D 2791 ppb(w) <125

*Oxygenates (MTBE + ETBE + TAME)UOP 960 <50 ppm(v)

1.0 GENERAL INFORMATION:

- 1.1 The “Special Conditions of Contract [SCC]” shall be read in conjunction with the “General conditions of contract [GCC]” , “Schedule of Rates [SOR]”, “Scope of Work/Supply” and any other document forming part of the contract, wherever context so requires.
- 1.2 Notwithstanding, the sub-divisions of the documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it maybe practicable to do so.
- 1.3 Where any portion of the “GCC” is repugnant to or at variance with any provisions of the “SCC”, unless a different intention appears the provisions of the “SCC” shall be deemed to override the provisions of “GCC”, and shall to the extent of such repugnancy or variations, prevails. In case of any contradictions, the decision of the “Engineer-In-Charge “[EIC]” will be final and binding of the contractor.
- 1.4 PGN is used as a feed stock for Ethylene Cracker Unit for the production of Ethylene.

1.5 Technical Specification of PGN:

S. No	Property	Unit	Test Method	Specification Range
1	Colour	Saybolt	ASTM D-156	+25 Min.
2	Density @ 15o C	Gm / ml	ASTM D-1298	0.67 – 0.70
3	Sulfur (Total)	PPM (Max.)	D-3120 alt UOP-357	600 Max.
4	Total Paraffins	Vol % Min	PIONA/D5543 alt D-5134 (GC)	75-85
5	Iso / Normal Paraffins ratio	Max.	Do	1.7-2.01



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

6	Olefins	Vol (Max)	% Do	0.5
7	Aromatics	Vol (Max)	% Do	5-8
8	Naphthenes	Vol (Max)	% Do	Balance
9	IBP	Deg C	ASTM D-86	44-55
10	FBP	Deg C	ASTM D-86	135-145
11	RVP	PSIa (Max)	ASTM D-323	11
12	Chlorides	Ppmw (Max)	ASTM D 4929-94	1
13	Lead	Ppbw (Max)	AAS with Graphide furnace	5
14	Mercury	Ppbw (Max)	CVAA	Not Traceable

Note:

*Arsenic Content ICP ppb(w) <10

*Sodium ASTM D 2791 ppb(w) <125

*Oxygenates (MTBE + ETBE + TAME)UOP 960 <50 ppm(v)

2 Quality:

Bidder to confirm that each lot of supplied PGN shall meet the technical specifications mentioned as above.

3 Delivery Schedule:

- Bidder to start dispatching the material immediately after the placement of LOI or as specified therein.
- The total quantity of **100 KT PETROCHEMICAL GRADE NAPHTHA** to be supplied by the bidder **within a period of 01 year** from the date of LOI (on monthly basis @ 2-4 rakes /month) as per intimation of BCPL.
- Rake for the loading of PGN shall be arranged by the seller.
- Bidder/Seller shall load the rake at Seller's premises and hand over the product to Railways for safe delivery at Lalmati Rly siding of BCPL, Distt- Dibrugarh, Assam. Custody transfer point from seller to buyer shall occur through a document called Railway Receipt. Buyer may depute their authorize representative for inspection of loading at their own cost. Any transit loss during transit shall be claimed by the buyer from the Railways. The cost of transportation shall be reimbursed to seller by the buyer.
- Buyer shall take necessary insurance for goods in transit to cover a risk of loss if any in transit which are not attributable to road transporter/railways.
- The insurance of the supplies after the delivery shall be the responsibility of the buyer only. Accordingly pre dispatch intimation against each consignment shall be sent by



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

the seller to buyer well in advance without fail. Any transit loss thereafter shall be claimed by the buyer from the Railways/Insurance Company/Transporter or like agencies.

- The average required quantity is 2-4 rakes per month. **In case of any change in qty. as per the requirement of BCPL**, the same shall be intimated to supplier 15 days in advance for making the product available on best endeavor basis.
- Before loading of each consignment, supplier will take an acceptance of the quality specification of the offered consignment from BCPL.

4 Certificate of Analysis:

Each lot/Rake of materials supplied shall be accompanied by Test Certificate/Certificate of Analysis (COA). All inspection and testing requirements shall be done by the seller at their own cost. COA should be in line with BCPL's required specification. The representative of both buyer and seller will have right to be present at the time of testing of sample so drawn and to witness the certificate so issued.

5 Documents Required:

- Product data sheet of PGN.
- Material safety data sheet (MSDS) of PGN.
- Storage instruction and safe handling procedure of PGN.
- Reference list of contact persons.
- Certificate confirming the nature of material (Hazardous / Non Hazardous / etc.).

6 Approval and Acceptance:

- All goods or materials shall be supplied in accordance with the technical specification stated in the tender/order. The material supplied through Rake shall be unloaded in BCPL's railway siding at Lalmati and subsequently the same shall be transferred through pipeline for storage in bulk storage tanks in BCPL's plant premises. Hence materials should be guaranteed against defective material / workmanship till it is unloaded at BCPL tank.
- **Bidder shall dispatch the material only after getting approval from BCPL.**
- On receipt of material, BCPL reserves its right to get a sample tested in BCPL QC lab and final acceptance of material shall be done as per BCPL QC Lab result, if it is tested at 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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

7 Guarantee/Warranty and Replacement:

- If at any point of time, material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by SELLER at its own cost and materials to be replaced immediately.
- In case, the supplier wishes to cross-check the performance of PGN, if required, they should arrange all necessary equipment's on their own for the same at their risk & cost. In case the same is not found in conformity with the specified value, the whole material is liable to be rejected.
- All goods or material shall be supplied in accordance with the technical specification stated in the tender/order. On receipt of material, BCPL reserves its right to get a sample tested in BCPLQC lab and final acceptance of material shall be done as per BCPL QC Lab result if it is tested at BCPL.

8 Measurement:

- The invoice shall be raised based on the actual quantity considering the density of Bidder's storage tank located at railway siding of their plant premises.
- Weighment accuracy shall be as per standard industrial practice for such supplies.

9 Quantity Variation:

Variation up to **± 5% (five percent)** of the supplied quantity may occur. The payment shall be made based on the actual quantity of PCN supplied as per provision of Purchase order

10 Contact Period:

The contract period shall be **one (01) year** from the date of LOI/ PO and may be extended for another **3 Months** at the same terms and conditions.

11 PAYMENT TERM:

100% payment shall be release **within 15 days after** receipt & acceptance of materials at BCPL's Site. The respective invoice along with materials and freight Invoice (RR copy in the name of BCPL) are must be reached at BCPL site at least 3 working days in advance before the payment due date.

12 Methodology for evaluation of Bid(s) and award:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

EVALUATION: BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".

Bid(s) of techno-commercially acceptable bidder(s) will be evaluated on **landed price** of Naphtha at the railway siding of Brahmaputra Cracker and Polymer Limited at Lepetkata (Lalmati) in Dibrugarh district of Assam, to determine the L-1 status among the bidders.

Prevailing rail freight from the supplier's railway siding to the railway siding of Brahmaputra Cracker and Polymer Limited at Lepetkata, shall be loaded to the quoted basic ex-works price of the bidder(s) to arrive at the landed price.

Evaluation and Comparison of Bid(s): The evaluated landed price of the bidder(s) shall include the following:

- Ex-works Basic price
- Prevailing rail freight **one day prior to** the price bid opening date [from the supplier's railway siding to the railway siding of Brahmaputra Cracker and Polymer Limited at Lepetkata (Lalmati) (considering full rake qty. as 2300MT & excluding GST)] shall be loaded to the quoted Ex-works Basic price.
- GST (CGST & SGST/UTGST or IGST) on sl. no. (i) and (ii) above.
- Less Input Tax credit on GST (CGST & SGST/UTGST or IGST).
- Other loading, if any, as specified in Tender Document.

13. Pricing formula

Applicable rate for a particular fortnight (1st Fortnight / 2nd Fortnight)

1	MOPAG Naphtha *	\$/MT	A		Remarks
2	Platts Premium/Discount for Naphtha *	\$/MT	B		D= (B+C) should be quoted as fixed premium by the bidder.
3	Other Premium (profit margin etc)	\$/MT	C	D=B+C	
4	Ex-works Price	\$/MT	E= A+D		
5	Exchange Rate *	Rs/\$	F		
6	Price, Ex-works	Rs/MT	G =E x F		
7	Railway Freight *	Rs/MT	H		



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

8	GST @ 18%	Rs/MT	I =@18% on (G+H)	
9	Total Invoice Value	Rs./MT	J= G+H +I	

- *MOPAG (Mean of Platts Arab Gulf) Naphtha: will be worked out on the basis of average of all Platts quotes in \$/MT under the head FOB Arab Gulf for Naphtha available during the immediate previous fortnight of loading.*

Example: MOPAG Naphtha monthly average price from 1st January, 2021 to 15th January, 2021 shall be considered for calculating the Naphtha price of 2nd Fortnight of January, 2021 (i.e. from 16.01.2021 to 31.01.2021).

Similarly, MOPAG Naphtha monthly average price from 16th January, 2021 to 31st January, 2021 shall be considered for calculating the Naphtha price of 1st Fortnight of February, 2021 (i.e. from 01.02.2021 to 15.02.2021).

- *Platts Premium/Discount for Naphtha = The premium/discount average shall be worked out on the basis of average of all Platts premium/discount quotes in \$/MT for FOB Arab Gulf for Naphtha as available during the immediate previous fortnight of loading and the same to be **included in quoted fixed premium** as mentioned at sl. no. 2 & 3 above table.*
- *Exchange Rate: Average of RBI USD INR exchange rate during the immediate previous fortnight of loading as above.*
- *Railway Freight: Railway Freight (from bidder's/supplier's location to BCPL Railways siding at Lepetkata, Dibrugarh) shall be paid by bidder/supplier, on behalf of BCPL initially and the same shall be reimbursed at actual basis by BCPL on submission of documentary evidence by the bidder(s) subsequently.*

14. METHODOLOGY FOR DISTRIBUTION OF QUANTITY (for award):

Purchase Order shall be awarded to single vendor for 100% quantity on L-1 basis as per methodology for evaluation of Bid(s)

BCPL's decision in this regard shall be final and binding on the bidder.

.....



भाग – VI
SECTION – VI

TECHNICAL SPECIFICATION



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION-VI

TECHNICAL SPECIFICATION

Quantity & Technical Specification of Petrochemical Grade Naphtha(PGN)

- PGN is used as a feed stock for Ethylene Cracker Unit for the production of Ethylene
- Quantity : **100000 MT PETROCHEMICAL GRADE NAPHTHA**
- Technical Specification of PGN:

S.No	Property	Unit	Test Method	Specification Range
1	Colour	Saybolt	ASTM D-156	+25 Min.
2	Density @ 15o C	Gm / ml	ASTM D-1298	0.67 – 0.70
3	Sulfur (Total)	PPM (Max.)	D-3120 alt UOP-357	600 Max.
4	Total Paraffins	Vol % Min	PIONA/D5543 alt D-5134 (GC)	75-85
5	Iso / Normal Paraffins ratio	Max.	Do	1.7-2.01
6	Olefins	Vol % (Max)	Do	0.5
7	Aromatics	Vol % (Max)	Do	5-8
8	Naphthenes	Vol % (Max)	Do	Balance
9	IBP	Deg C	ASTM D-86	44-55
10	FBP	Deg C	ASTM D-86	135-145
11	RVP	PSIa (Max)	ASTM D-323	11
12	Chlorides	Ppmw (Max)	ASTM D 4929-94	1
13	Lead	Ppbw (Max)	AAS with Graphide furnace	5
14	Mercury	Ppbw (Max)	CVAA	Not Traceable

Note:

*Arsenic Content ICP ppb(w) <10

*Sodium ASTM D 2791 ppb(w) <125

*Oxygenates (MTBE + ETBE + TAME)UOP 960 <50 ppm(v)



भाग – VII
SECTION – VII

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

[Do not quote here. Only confirm that you have uploaded the Priced SOR as under]
**(PLEASE GO TO OUR e-TENDER PORTAL, SOR TO
BE QUOTED UNDER e-MODE ONLY IN THE
PROVIDED BOQ)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



SCHEDULE OF RATES (SOR) – Un-PRICED BID

(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)

TENDER NO: BCPL/C&P/LE20S300MD/10003774

‘PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Unit Price per MT Ex-works (Sl. no. 6 of applicable below mentioned formula)		Railway Freight per MT (up-to BCPL Site at Lalmati)	Per Unit GST (CGST & SGST/UTGST or IGST) Mark (✓) on the above applicable [Applicable on (G+I) only]		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lalmati Basis (N=G+I+K)	Total FOT BCPL site at Lalmati Basis Amount P=(N*F)
						(In numerical) Rs.	(In words) Rs.		%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1		PETROCHEMICAL GRADE NAPHTHA [PGN] as per tender specification		MT	100000			Railway Freight to be loaded as per foot note.		Do not quote here. Only confirm that you have uploaded the Priced SOR as per the BOQ format in Folder II (Finance /Price folder)				

TOTAL AMOUNT (AFTER SUMMING UP COLUMN "O") IN WORDS:

1. The above price is tentative price. The Pricing for procurement of Naphtha will vary as per formula applicable on Fortnightly basis based on Average MOPAG (Mean of Platts Arab Gulf.) Naphtha as mentioned in Section-II of tender document.

2. Tentative Railway Freight per MT (in January, 2021 & considering full rake qty. as approx. 2300MT) for the following location are as under :

- | | | |
|-------|--|---------------------|
| (i) | Haldia (HDCB) to BCPL Lalmati Railway Siding | :Rs. 2815.29 Per MT |
| (ii) | Visag (VZP-HPCV) to BCPL Lalmati Railway Siding | :Rs. 3778.35 Per MT |
| (iii) | Bongaigaon (BRPN) to BCPL Lalmati Railway Siding | :Rs. 1152.20 Per MT |
| (iv) | Trombay (VOSG) to BCPL Lalmati Railway Siding | :Rs. 4330.74 Per MT |
| (v) | Bhatinda (HMEL) to BCPL Lalmati Railway Siding | :Rs. 4076.28 Per MT |
| (vi) | Bina (MBPC) to BCPL Lalmati Railway Siding | :Rs. 3778.35 Per MT |
| (vii) | | |

However, at the time of price evaluation, Prevailing rail freight one day prior to the price bid opening date [from the supplier's railway siding to the railway siding of Brahma Putra Cracker and Polymer Limited at Lalmati (considering full rake qty. as 2300MT & excluding GST)] shall be loaded to the quoted price.

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



Note:

Applicable rate for a particular fortnight (1st Fortnight / 2nd Fortnight)

Sl. no.	Description	Currency/unit	Formula		Remarks	Price /per MT
1	MOPAG Naphtha *	\$/MT	A		D= (B+C) should be quoted as fixed premium by the bidder.	
2	Platts Premium/Discount for Naphtha *	\$/MT	B	D=B+C		
3	Other Premium (profit margin etc)	\$/MT	C			
4	Ex-works Price	\$/MT	E= A+D			
5	Exchange Rate *	Rs/\$	F			
6	Price, Ex-works	Rs/MT	G =E x F			
7	Railway Freight *	Rs/MT	H			
8	GST @ 18%	Rs/MT	I =@18% on (G+H)			
9	Total Invoice Value	Rs./MT	J= G+H +I			

- MOPAG (Mean of Platts Arab Gulf) Naphtha: will be worked out on the basis of average of all Platts quotes in \$/MT under the head FOB Arab Gulf for Naphtha available during the immediate previous fortnight of loading.
Example: MOPAG Naphtha monthly average price from 1st January, 2021 to 15th January , 2021 shall be considered for calculating the Naphtha price of 2nd Fortnight of January,2021 (i.e. from 16.01.2021 to 31.01.2021).
Similarly, MOPAG Naphtha monthly average price from 16th January, 2021 to 31st January, 2021 shall be considered for calculating the Naphtha price of 1st Fortnight of February, 2021 (i.e. from 01.02.2021 to 15.02.2021).
- Platts Premium/Discount for Naphtha = The premium/discount average shall be worked out on the basis of average of all Platts premium/discount quotes in \$/MT for FOB Arab Gulf for Naphtha as available during the immediate previous fortnight of loading and the same to be **included in quoted fixed premium** as mentioned at sl. no. 2 & 3 above table.
- Exchange Rate: Average of RBI USD INR exchange rate during the immediate previous fortnight of loading as above.
- Railway Freight: Railway Freight (from bidder's/supplier's location to BCPL Railways siding at Lepetkata, Dibrugarh) shall be paid by bidder/supplier, on behalf of BCPL initially and the same shall be reimbursed at actual basis by BCPL on submission of documentary evidence by the bidder(s) subsequently.

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)



Name of authorized person submitting the tender on behalf of the Bidder (s):	
Designation of authorized person:	
Name of firm / Contractor:	
Address of firm / Contractor:	
Date:	

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



SCHEDULE OF RATES [PRICED SOR]

**(PLEASE GO TO OUR e-TENDER PORTAL, SOR TO
BE QUOTED UNDER e-MODE ONLY IN THE
PROVIDED BOQ)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SCHEDULE OF RATES (SOR) -PRICED BID

(BIDDER TO MENTION "PRICE" IN PRICED SOR and SOR TO BE QUOTED UNDER e-MODE ONLY IN THE PROVIDED BOQ of e-TENDER portal of NIC

TENDER NO: BCPL/C&P/LE20S300MD/10003774

‘PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA

Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Unit Price per MT Ex-works (Sl. no. 6 of applicable below mentioned formula)		Railway Freight per MT (up-to BCPL Site at Lalmati)	Per Unit GST (CGST & SGST/UTGST or IGST) Mark (N) on the above applicable [Applicable on (G+I) only]		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lalmati Basis (N=G+I+K)	Total FOT site BCPL Lalmati Basis Amount P=(N*F)
						(In numerical) Rs.	(In words) Rs.	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1		PETROCHEMICAL GRADE NAPHTHA [PGN] as per tender specification		MT	100000			Railway Freight to be loaded as per foot note.						

TOTAL AMOUNT (AFTER SUMMING UP COLUMN “O”) IN WORDS:

- The above price is tentative price. The Pricing for procurement of Naphtha will vary as per formula applicable on Fortnightly basis based on Average MOPAG (Mean of Platts Arab Gulf.) Naphtha as mentioned in Section-II of tender document.
- Tentative Railway Freight per MT (in January, 2021 & considering full rake qty. as approx. 2300MT) for the following location are as under :

(i) Haldia (HDCB) to BCPL Lalmati Railway Siding	:Rs. 2815.29 Per MT
(ii) Visag (VZP-HPCV) to BCPL Lalmati Railway Siding	:Rs. 3778.35 Per MT
(iii) Bongaigaon (BRPN) to BCPL Lalmati Railway Siding	:Rs. 1152.20 Per MT
(iv) Trombay (VOSG) to BCPL Lalmati Railway Siding	:Rs. 4330.74 Per MT
(v) Bhatinda (HMEL) to BCPL Lalmati Railway Siding	:Rs. 4076.28 Per MT
(vi) Bina (MBPC) to BCPL Lalmati Railway Siding	:Rs. 3778.35 Per MT

However, at the time of price evaluation, Prevailing rail freight one day prior to the price bid opening date [from the supplier's railway siding to the railway siding of Brahmputra Cracker and Polymer Limited at Lalmati (considering full rake qty. as 2300MT & excluding GST)] shall be loaded to the quoted price.

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Note:

Applicable rate for a particular fortnight (1st Fortnight / 2nd Fortnight)

Sl. no.	Description	Currency/unit	Formula		Remarks	Price /per MT
1	MOPAG Naphtha *	\$/MT	A			
2	Platts Premium/Discount for Naphtha *	\$/MT	B	D=B+C	D= (B+C) should be quoted as fixed premium by the bidder.	
3	Other Premium (profit margin etc.)	\$/MT	C			
4	Ex-works Price	\$/MT	E= A+D			
5	Exchange Rate *	Rs/\$	F			
6	Price, Ex-works	Rs/MT	G =E x F			
7	Railway Freight *	Rs/MT	H			
8	GST @ 18%	Rs/MT	I =@18% on (G+H)			
9	Total Invoice Value	Rs./MT	J= G+H +I			

- MOPAG (Mean of Platts Arab Gulf) Naphtha: will be worked out on the basis of average of all Platts quotes in \$/MT under the head FOB Arab Gulf for Naphtha available during the immediate previous fortnight of loading.
Example: MOPAG Naphtha monthly average price from 1st January, 2021 to 15th January , 2021 shall be considered for calculating the Naphtha price of 2nd Fortnight of January,2021 (i.e. from 16.01.2021 to 31.01.2021).
Similarly, MOPAG Naphtha monthly average price from 16th January, 2021 to 31st January, 2021 shall be considered for calculating the Naphtha price of 1st Fortnight of February, 2021 (i.e. from 01.02.2021 to 15.02.2021).
- Platts Premium/Discount for Naphtha = The premium/discount average shall be worked out on the basis of average of all Platts premium/discount quotes in \$/MT for FOB Arab Gulf for Naphtha as available during the immediate previous fortnight of loading and the same to be **included in quoted fixed premium** as mentioned at sl. no. 2 & 3 above table.
- Exchange Rate: Average of RBI USD INR exchange rate during the immediate previous fortnight of loading as above.
- Railway Freight: Railway Freight (from bidder's/supplier's location to BCPL Railways siding at Lepetkata, Dibrugarh) shall be paid by bidder/supplier, on behalf of BCPL initially and the same shall be reimbursed at actual basis by BCPL on submission of documentary evidence by the bidder(s) subsequently.

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

<i>Name of authorized person submitting the tender on behalf of the Bidder (s):</i>	
<i>Designation of authorized person:</i>	
<i>Name of firm / Contractor:</i>	
<i>Address of firm / Contractor:</i>	
<i>Date:</i>	

निविदा संख्या / e-TENDER NO : BCPL/C&P/LE20S300MD/10003774 for PROCUREMENT OF 100000 MT (100KT) PETROCHEMICAL GRADE NAPHTHA FOR BCPL, LEPETKATA