

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 / TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

दिनांक / DATE - **17.06.2021**

निविदा दस्तावेज़ / TENDER DOCUMENT FOR:

PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

PRE-BID MEETING : **28.06.2021, At 1500 HRS**

DUE DATE & TIME FOR
BID SUBMISSION : **05.07.2021, At 1430 HRS**

DUE DATE & TIME FOR BID OPENING : **06.07.2021, At 1500 HRS**

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

भाग – I
SECTION – I

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

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

SECTION-I **"INVITATION FOR BID (IFB)"**

Ref No: BCPL/C&P/LE21S039BB/04073

Date: 17.06.2021

SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

To,
[PROSPECTIVE BIDDERS]

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:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.					
(B)	TENDER NO. & DATE	BCPL/C&P/LE21S039BB/04073 dated 17.06.2021					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>No</td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table>		SINGLE BID SYSTEM	No	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	No						
TWO BID SYSTEM	Yes						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td>No</td></tr></table> E-TENDER NO:		E-TENDER	Yes	MANUAL	No
E-TENDER	Yes						
MANUAL	No						
(E)	CONTRACT PERIOD	The contract period shall be of Twelve (12) months from the date of issue of Fax of Acceptance (FOA)/purchase order whichever is earlier. i.e within this period BCPL can issue dispatch advice to Seller. In case full contract quantity is not executed within Contract period, in such situation Contract period may be extended for a period Six (06) months at same rate, terms and condition at the sole discretion of BCPL.					
	DELIVERY SCHEDULE	1st lot of container shall be reached at site (against each line item) within 6 weeks from the date of intimation from BCPL. Subsequent material (lots as specified by BCPL) to be dispatch only after intimation by BCPL in lots					

		and should reach site within 6 weeks from the date of intimation from BCPL. The quantity may vary slightly according to container size.					
(F)	TENDER FEE (Inclusive of GST @18%)	<table border="1"> <tr> <td>APPLICABLE</td><td>No</td><td rowspan="2">Amount: INR _____ (for Indian Bidders)</td></tr> <tr> <td>NOT APPLICABLE</td><td>Yes</td></tr> </table> Bidders) US\$ _____ (for Foreign Bidders) Note: (i) Foreign bidders can purchase Tender Document by submitting tender fee in US\$ or equivalent INR (directly or through their authorized Indian representatives). (ii) The above mentioned Tender Fee is inclusive of present rate of applicable GST@18%. (iii) In event of cancellation of this tendering process, the tender fee excluding GST shall be refunded to the concerned bidders. (iv) For details, refer clause no.5.2 of ITB & Bid Data Sheet (BDS).	APPLICABLE	No	Amount: INR _____ (for Indian Bidders)	NOT APPLICABLE	Yes
APPLICABLE	No	Amount: INR _____ (for Indian Bidders)					
NOT APPLICABLE	Yes						
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td><td>No</td><td rowspan="2">Amount: INR _____ (for Indian Bidders)</td></tr> <tr> <td>NOT APPLICABLE</td><td>Yes</td></tr> </table> US\$ _____ / INR _____ (for Foreign Bidders) Note: In case any foreign bidder is submitting EMD in INR, the formality required to be completed as per law (if any) is to be fulfilled by the concerned foreign bidder. (Refer clause no.16 of ITB & BDS for details)	APPLICABLE	No	Amount: INR _____ (for Indian Bidders)	NOT APPLICABLE	Yes
APPLICABLE	No	Amount: INR _____ (for Indian Bidders)					
NOT APPLICABLE	Yes						
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 17.06.2021 to 05.07.2021 on following websites: NIC's e-TENDER portal (CPPP): https://eprocure.gov.in/ Limited International Competitive e-Bidding through e-tendering (Under Two Bid System Basis) with uploading in: GAIL's Website: https://www.gailtenders.in BCPL's Website: https://www.bcpltenders.in Govt. Website: https://www.eprocure.gov.in					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 28.06.2021 Time : 3.00 PM Venue : BRAHMAPUTRA CRACKER AND POLYMER LIMITED ADMINISTRATIVE BUILDING, PO: LEPETKATA, Dibrugarh-786006, Assam					
(J)	BID DUE DATE, & TIME	05.07.2021, at 1430 HRS					
(K)	DATE, & TIME OF UN-PRICED BID OPENING	06.07.2021, at 1500 HRS					
(L)	CONTACT DETAILS	Name : Sh. B .J. Barman Designation: Manager [C&P] Phone No. & Extn : +91-0373-2914636; Extn: 1386 e-mail : 'bhaskar.barman@bcplindia.co.in'					

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

shall be implied.

- 3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of e-Tendering, the following documents in addition to uploading in the e-bid on NIC's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in the e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
- i) Demand Draft towards Tender Fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
 - iv) Integrity Pact (if applicable)
- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time shall be considered as late bid and will not be evaluated.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (H) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 In case of E-Tender, bid must be submitted only on NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 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.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

[B.J.BARMAN]
Manager [C&P]
Ph: +91-0373-2914636; Extn: 1386
E-mail: 'bhaskar.barman@bcplindia.co.in'

भाग – II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी (
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

BID EVALUATION CRITERIA (BEC)

1.0 BID EVALUATION CRITERIA(BEC) For Line Item 1: TEAL (HDPE/LLDPE) for Polyethylene production:

1.1 BEC (Technical)

1.1(a) Applicable for licensor/GAIL/BCPL approved DOMESTIC (Indian) vendors/suppliers

“Bidder must be approved by LLDPE/HDPE swing unit process licensor M/s Ineos Technologies, UK or must be M/s GAIL / M/s BCPL approved vendor for supply of Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8) for LLDPE/HDPE Unit, BCPL, Lepetkata”

N.B.: i) BEC Financial- Not applicable for above category of bidder.

ii) **The bid received from Overseas/Foreign bidder shall not be accepted.**

1.1(b) Applicable for authorized domestic dealers/distributors of Licensor/GAIL /BCPL approved vendors/suppliers.

The authorized dealers/distributors of licensor /GAIL /BCPL approved vendors/suppliers can also participate in this tender subject to:

- (i) **Licensor / GAIL /BCPL approved vendors/suppliers themselves not bidding for this tender,**
- (ii) **Submission of Authorization Certification from licensor / GAIL /BCPL approved vendors/ suppliers, and**
- (iii) **Such bidders to meet the technical & financial criteria of BEC specified as under:**

➤ **The following BEC is applicable only for domestic authorized dealers/distributors of licensor/GAIL/BCPL approved vendors/suppliers as per sl.no. 1.1(b)(iii) above.**

1.2 BEC- Technical: (as a single bidder) (Who quotes for SOR Line item 1 only)

1.2.1 Bidder should be a domestic ‘Authorized Distributor/Dealer of Licensor / GAIL /BCPL approved vendors/suppliers for supply of the tendered items.

1.2.2 The bidder must have ‘Supplied’ a minimum quantity of **30250 KG Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8) against one single contract/order to any Petro Chemical plant/ Fertilizer Plant / Petro Chemical Refinery / Any Chemical Processing Industry / Natural Gas Processing Plant in previous SEVEN years prior to final due date of bid submission.**

Definition of ‘Supplied’ as mentioned at Sl. No 1.2.2: Fully Supplied / Executed as per order / contract.

1.2.3 Where the bidder is executing a rate contract which is still running and the executed quantity till one day prior to due date of bid submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC clause no. 1.2.2 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate issued by the end user / owner.

1.2.4 Relaxed Norms for Startups in prior experience criteria:

Prior 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.

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

The relaxation of prior experience and prior turnover to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] shall be given to the specific goods/job domains wherein they are registered for.

Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP. **In case the documents in support of the certificate of DIPP towards recognition of specific goods/ domain of the startup are not submitted along with the technical bid then the relaxation of prior experience criteria clause shall not be applicable to such startup bidder and their bid shall not be considered for further evaluation.**

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

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the purchase order on such Startup shall be placed for entire tendered quantity.

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

However, BEC clause no. 1.1(a) or 1.1 (b) shall be applicable to a Start up bidder also.

1.3 BEC- Financial: (as a single bidder) (Who quotes for SOR Line item 1 only)

1.3.1 TURN OVER: The **annual turnover** of the bidder must have **minimum value** of Rs. **Rs. 135.28 Lakh** in any of the three (03) previous financial years ending on 31st March '2021 i.e. **FY: 2020-2021, 2019-2020 & 2018-2019.**

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2019-2020 , 2018-19& 2017-18.** Accordingly, Annual Turn-over of the bidder for the **FY: 2019-2020 or 2018-19 or 2017-18** shall be considered.

1.3.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement** i.e. **FY: 2020-2021.**

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and

Profit & Loss Account Statement) of immediate preceding financial year, i.e **FY: 2019-2020** along with un-price bid. Accordingly, **Net Worth** of the bidder for the **FY: 2019-2020** shall be considered.

1.3.3 WORKING CAPITAL: The bidder should have **minimum working capital of value Rs. 27.06 Lakh** as per the last audited financial statement for the year i.e. the financial year **2020-2021**.

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e **FY: 2019 -20** along with un-price bid. Accordingly, **Working Capital** of the bidder for the **FY: 2019 -20** shall be considered.

Note to above BEC clause no. 1.3:

- a) If the If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15** of tender document, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit at least for the working capital requirement as stated above; i.e. Rs 27.06 Lacs.
- b) Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.3.1. i.e. FY: 2020-2021, 2019-2020 & 2018-2019**.
- c) In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2019-2020, 2018-19 & 2017-18**. Accordingly, Annual Turn-over of the bidder for the **FY: 2019-2020 or 2018-19 or 2017-18** shall be considered & Net-worth and Working capital of the bidder shall be considered for the **FY 2019-2020**.

1.3.4 Relaxed Norms for Startups in financial criteria:

Prior turnover 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.

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

However, net worth & working capital requirement as specified in BEC clause no. 1.3.2 & 1.3.3 shall be applicable to a Start up bidder also.

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

implication on either side.]

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.2	Technical Experience Criteria – Document [All documents to be uploaded/ submitted must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]	
1.	1.2.1	Status of Bidder	In case the bidder is a domestic 'Authorized Distributor/Dealer of licenser/GAIL/BCPL approved suppliers for supply of tendered items, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the licenser approved supplier].
2.	1.2.2	Experience against Supply of order /contract [Executed]	Bidder must submit copy of Purchase Order and proof of POs /Contracts execution /completion [(i.e. execution / completion certificates issued from purchaser/end user/ authorized consultant of owner/Invoice with proof of payment /inspection note etc.) clearly having the reference no. of P.O, Item Description, quantity executed and actual date of execution/completion etc.]
3	1.2.3	Experience against Supply of order /contract[Running]	Bidder must submit copy of Purchase Order and proof of POs/Contracts execution [(i.e. Execution Certificate issued from purchaser/end user/authorized consultant of owner/Invoice with proof of payment/inspection note etc.) clearly having the reference no. of P.O, Item Description, Quantity executed/supplied and actual date of execution, etc.].
4	1.2.4	Experience against Startup Company	Bidder to upload / submit the valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion , Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp. Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp.

Tender Document No : BCPL/C&P/LE21S039BB/04073
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LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.3	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.3.1,1.3.2 & 1.3.3 of above BEC) to be submitted must be duly Certified/attested by Notary Public with legible stamp]	
5.	1.3.1	Annual Turn-over	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of three (3) preceding Financial Year(s), i.e. 2020-2021, 2019-2020 & 2018-2019 In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2020-2021 i.e. FY: 2019-2020, 2018-19 & 2017-2018 .
6.	1.3.2	Net worth	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2020-2021 . In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-2021 i.e. 2019-20
7.	1.3.3	Working capital	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2020-2021 . In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-2021 i.e. 2019-20 . If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per Format, F-15 of tender document, having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit at least for the working capital requirement as stated above.
8.		Format, F-16 applicable for 1.3.1,1.3.2 and 1.3.3	"Details of financial capability of bidder" shall be uploaded / submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only .

2.0 **BID EVALUATION CRITERIA(BEC):** For Line Item 2: TEAL (PPU) for Polypropylene production:

2.1 **BEC (Technical)**

2.1(a) **Applicable for licensor/GAIL/BCPL approved vendors/suppliers**

“Bidder must be approved by Polypropylene Unit process licensor, M/s Lummus Novolen Technology GmbH, Germany (Formerly M/s Novolen Technology GmbH, Germany) or must be M/s GAIL / M/s BCPL approved vendor for supply of Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8) for PP Unit, BCPL, Lepetkata”

N.B.: i) BEC Financial- Not applicable for above category of bidder.

ii) The bid received from Overseas/Foreign bidder shall not be accepted.

2.1(b) **Applicable for domestic authorized dealers/distributors of Licensor/GAIL/BCPL approved vendors/suppliers.**

The authorized dealers/distributors of licensor /GAIL approved vendors/suppliers can also participate in this tender subject to:

- (i) **Licensor / GAIL / BCPL approved vendors/suppliers** themselves not bidding for this tender,
- (ii) Submission of Authorization Certification from licensor / GAIL /BCPL approved vendors/ suppliers, and
- (iii) Such bidders to meet the technical & financial criteria of BEC specified as under:

N.B.: BEC Financial- Not applicable for Licensor/GAIL approved vendors/suppliers.

- **The following BEC is applicable only for domestic authorized dealers/distributors of licensor/GAIL/BCPL approved vendors/suppliers as per sl.no. 2.1(b)(iii) above.**

2.2 **BEC- Technical: (as a single bidder)** (Who quote for SOR Line item 2 only)

2.2.1 Bidder should be a domestic ‘Authorized Distributor/Dealer of Licensor / GAIL /BCPL approved vendors/suppliers **for supply of the tendered items.**

2.2.2 The bidder must have ‘Supplied’ a minimum quantity of **7800 KG Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8)** against one single contract/order to **any Petro Chemical plant/ Fertilizer Plant / Petro Chemical Refinery / Any Chemical Processing Industry / Natural Gas Processing Plant** in previous SEVEN years prior to final due date of bid submission.

Definition of ‘Supplied’ as mentioned at Sl. No 2.2.2: Fully Supplied / Executed as per order / contract.

2.2.3 Where the bidder is executing a rate contract which is still running and the executed quantity till one day prior to due date of bid submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC clause no. 2.2.2 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate issued by the end user / owner.

2.2.4 **Relaxed Norms for Startups in prior experience criteria:**

Prior 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.

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

The relaxation of prior experience and prior turnover to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] shall be given to the specific goods/job domains wherein they are registered for.

Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP. **In case the documents in support of the certificate of DIPP towards recognition of specific goods/ domain of the startup are not submitted along with the technical bid then the relaxation of prior experience criteria clause shall not be applicable to such startup bidder and their bid shall not be considered for further evaluation.**

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

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the purchase order on such Startup shall be placed for entire tendered quantity.

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

However, BEC clause no. 2.1(a) or 2.1 (b) shall be applicable to a Start up bidder also.

2.3 **BEC- Financial: (as a single bidder)** (Who quote for SOR Line item 2 only)

NOT APPLICABLE.

2.4 **Documents/Documentary Evidence required** to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 2.2 & 2.3.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	2.2	Technical Experience Criteria – Document [All documents to be uploaded/ submitted must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]	
1.	2.2.1	Status of Bidder	In case the bidder is a domestic 'Authorized Distributor/Dealer of licenser/GAIL/BCPL approved suppliers for supply of tendered items, must submit a copy of valid documentary evidence (on the final bid

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			due date of submission) [i.e. valid distributorship/dealership certificate issued by the licensor approved supplier].
2.	2.2.2	Experience against Supply of order /contract [Executed]	Bidder must submit copy of Purchase Order and proof of POs /Contracts execution /completion [(i.e. execution / completion certificates issued from purchaser/end user/ authorized consultant of owner/Invoice with proof of payment /inspection note etc.) clearly having the reference no. of P.O, Item Description, quantity executed and actual date of execution/completion etc.]
3	2.2.3	Experience against Supply of order /contract[Running]	Bidder must submit copy of Purchase Order and proof of POs/Contracts execution [(i.e. Execution Certificate issued from purchaser/end user/authorized consultant of owner/Invoice with proof of payment/inspection note etc.) clearly having the reference no. of P.O, Item Description, Quantity executed/supplied and actual date of execution, etc.].
4	1.2.4	Experience against Startup Company	Bidder to upload / submit the valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion , Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp . Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp .
5	2.3	Financial Experience Criteria- Document Not applicable	

3.0 **BID EVALUATION CRITERIA(BEC)** For those bidders who quotes for both the SOR Line items i.e. Line Item 1: TEAL (HDPE/LLDPE) for Polyethylene production and For Line Item 2: TEAL (PPU) for Polypropylene production:

3.1 **BEC (Technical)**

3.1(a) **Applicable for licensor/GAIL /BCPL approved DOMESTIC (Indian) vendors/suppliers:**

"Bidder must be approved by LLDPE/HDPE/PP swing unit process licensor M/s Ineos Technologies, UK and also be approved by PP swing unit process licensor M/s Lummus

Novolen Technology GmbH, Germany (Formerly M/s Novolen Technology GmbH, Germany) OR must be M/s GAIL / M/s BCPL approved vendor for supply of Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8) for LLDPE/HDPE and PP Unit, BCPL, Lepetkata”

N.B.: i) BEC Financial- Not applicable for above category of bidder.

ii) The bid received from Overseas/Foreign bidder shall not be accepted.

3.1(b) Applicable for domestic authorized dealers/distributors of Licensor/GAIL/BCPL approved vendors/suppliers.

The authorized dealers/distributors of licensor /GAIL/BCPL approved vendors/suppliers can also participate in this tender subject to:

- (i) **Licensor / GAIL / BCPL approved vendors/suppliers** themselves not bidding for this tender,
- (ii) Submission of Authorization Certification from licensor / GAIL /BCPL approved vendors/ suppliers, and
- (iii) Such bidders to meet the technical & financial criteria of BEC specified as under:

➤ **The following BEC is applicable only for domestic authorized dealers/distributors of licensor/GAIL/BCPL approved vendors/suppliers as per sl.no. 3.1(b)(iii) above.**

3.2 BEC- Technical: (who quotes for both the SOR Line items)

3.2.1 Bidder should be a domestic ‘Authorized Distributor/Dealer of Licensor / GAIL /BCPL approved vendors/suppliers for supply of the tendered items.

3.2.2 The bidder must have ‘Supplied’ a minimum quantity of **38050 KG Tri-Ethyl-Aluminum (TEAL) (CAS NO. 97-93-8) against one single contract/order to any Petro Chemical plant/ Fertilizer Plant / Petro Chemical Refinery / Any Chemical Processing Industry / Natural Gas Processing Plant in previous SEVEN years prior to final due date of bid submission.**

Definition of ‘Supplied’ as mentioned at Sl. No 3.2.2: Fully Supplied / Executed as per order / contract.

3.2.3 Where the bidder is executing a rate contract which is still running and the executed quantity till one day prior to due date of bid submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC clause no. 1.2.2 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate issued by the end user / owner.

3.2.4 Relaxed Norms for Startups in prior experience criteria:

Prior 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.

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

The relaxation of prior experience and prior turnover to Startup [whether Micro & Small

Enterprises (MSEs) or otherwise] shall be given to the specific goods/job domains wherein they are registered for.

Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP. **In case the documents in support of the certificate of DIPP towards recognition of specific goods/ domain of the startup are not submitted along with the technical bid then the relaxation of prior experience criteria clause shall not be applicable to such startup bidder and their bid shall not be considered for further evaluation.**

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

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the purchase order on such Startup shall be placed for entire tendered quantity.

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

However, BEC clause no. 3.1(a) or 3.1 (b) shall be applicable to a Start up bidder also.

3.3 BEC- Financial: (who quotes for both the SOR Line items)

3.3.1 **TURN OVER:** The **annual turnover** of the bidder must have **minimum value of Rs. Rs. 170.17 Lakh** in any of the three (03) previous financial years ending on 31st March '2021. i.e. **FY: 2020-2021, 2019-2020 & 2018-2019.**

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2019-2020 , 2018-19& 2017-18.** Accordingly, Annual Turn-over of the bidder for the **FY: 2019-2020 or 2018-19 or 2017-18** shall be considered.

3.3.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the **last audited financial statement** i.e. **FY: 2020-2021.**

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e **FY: 2019-2020** along with un-price bid. Accordingly, **Net Worth** of the bidder for the **FY: 2019-2020** shall be considered.

3.3.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 34.03 Lakh** as per the **last audited financial statement for the year** i.e. the financial year **2020-2021.**

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e **FY: 2019 -20** along with un-price bid. Accordingly, **Working Capital** of the bidder for the **FY: 2019 -20** shall be considered.

Note to above BEC clause no. 1.3:

- a) If the If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15** of tender document, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit at least for the working capital requirement as stated above, i.e. 34.03 Lacs.
- b) Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.3.1. i.e. FY: 2020-2021, 2019-2020 & 2018-2019.**
- c) In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2019-2020, 2018-19 & 2017-18**. Accordingly, Annual Turn-over of the bidder for the **FY: 2019-2020 or 2018-19 or 2017-18** shall be considered & Net-worth and Working capital of the bidder shall be considered for the **FY 2019-2020**.

3.3.4 Relaxed Norms for Startups in financial criteria:

Prior turnover 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.

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

However, net worth & working capital requirement as specified in BEC clause no. 3.3.2 & 3.3.3 shall be applicable to a Start up bidder also.

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

3.4 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 3.2 & 3.3.**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	3.2	Technical Experience Criteria – Document [All documents to be uploaded/ submitted must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]	
1.	3.2.1	Status of Bidder	In case the bidder is a domestic 'Authorized Distributor/Dealer of licensor/GAIL/BCPL approved suppliers for supply of tendered items, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the licensor approved supplier].
2.	3.2.2	Experience against Supply of order /contract [Executed]	Bidder must submit copy of Purchase Order and proof of POs /Contracts execution /completion [(i.e. execution / completion certificates issued from purchaser/end user/ authorized consultant of owner/Invoice with proof of payment /inspection note etc.) clearly having the reference no. of P.O, Item Description, quantity executed and actual date of execution/completion etc.]
3	3.2.3	Experience against Supply of order /contract[Running]	Bidder must submit copy of Purchase Order and proof of POs/Contracts execution [(i.e. Execution Certificate issued from purchaser/end user/authorized consultant of owner/Invoice with proof of payment/inspection note etc.) clearly having the reference no. of P.O, Item Description, Quantity executed/supplied and actual date of execution, etc.].
4	1.2.4	Experience against Startup Company	Bidder to upload / submit the valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion , Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp . Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp .
	3.3	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.3.1,1.3.2 & 1.3.3 of above BEC) to be submitted must be duly Certified/attested by Notary Public with legible stamp]	

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
5.	3.3.1	Annual Turn-over	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of three (3) preceding Financial Year(s), i.e. 2020-2021, 2019-2020 & 2018-2019 In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2020-2021 i.e. FY: 2019-2020, 2018-19 & 2017-2018.
6.	3.3.2	Net worth	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2020-2021. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-2021 i.e. 2019-20
7.	3.3.3	Working capital	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2020-2021. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-2021 i.e. 2019-20. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per Format, F-15 of tender document, having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit at least for the working capital requirement as stated above.
8.		Format, F-16 applicable for 3.3.1, 3.3.2 and 3.3.3	"Details of financial capability of bidder" shall be uploaded / submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only.

Note to above **Bidder's Eligibility Criteria (point no. 1.1 , 2.1 & 3.1):**

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
 - (ii) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.
 - (iii) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:
 - (a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.
 - (b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.
 - (c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:
 - i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
 - ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
 - iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.
- In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company

shall be invoked by BCPL due to non-performance of the bidding company.

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

- The Financial BEC of tender is to be met by bidder on their own.

- (d) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

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

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

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

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

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

2.8 Incorporation the following loading criteria in the tender documents:

a) Price Reduction Schedule (PRS) for delayed delivery

- (i) If bidder accepts PRS clause of tender – No Loading
- (ii) If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %
- (iii) Other than above, loading will be done by 5%.

b) Rent free period (RFP) less than 90 days (for domestic bidders)

TERMS OFFERED BY THE BIDDER

- (i) When agreed for RFP of 90 days
- (ii) When agreed for RFP for 'R' days, where 'R' is less than 90 days

PRICE LOADING

No Loading

To be loaded by –
 $(90-R) \times N \times A$, where N= No. of Containers (cylinders) equivalent. To 60500 Kg (LLDPE) & 15600 Kg (LLDPE)
A= Rent charges per day/cylinder

Note:

- a. Note: The "Loading" as above shall be applicable on the 'Ex-Works' price quoted by the domestic bidder.
- b. For domestic bidders, the "Rent Free Period (RFP)" of each Container (cylinder) shall be the difference between the date of LR of filled Container (cylinder) upto date of intimation to SELLER that Container (cylinder) has got empty and are to be taken back. In case, bidder offers a different basis of RFP, the equivalent RFP shall be modified/adjusted based on the above calculation.

2.9 Methodology for evaluation of Bids:

2.9.1 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".

Bid(s) of techno-commercially acceptable bidder(s) will be evaluated on L1 basis **(item wise)** and will be considered for award. For the purpose of evaluation of bid(s) and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, freight, GST & CESS, & less INPUT TAX CREDIT (ITC) on GST, if any as quoted by the bidder will be considered.

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

- i) Ex-works price quoted by the bidder (including packing & forwarding, GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc (wherever applicable).
- ii) Inland transportation up-to Delivery location and other costs incidental to delivery of goods.
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation [i.e. on sl. no. (i) and (ii) above].
- iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel and GST (CGST & SGST/UTGST or IGST) on these services etc. (if any)
- v) Other loading, if any, as specified in Tender Document.

Note:

- (i) **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- (ii) **In case any unregistered bidder is submitting their bid, their 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.**
- (iii) **In case any cess on GST is applicable, same shall also be considered in evaluation.**

2.9.2 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the purchase order on such Startup shall be placed for entire tendered quantity.

[However, before supplying the total quantity, the Startup Enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity [rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required] and only after successful

execution of this quantity, the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be cancelled without any financial implication on either side].

- 2.9.4 *In case of a **tie** at the lowest bid (L1) position between two or more non-Startup bidders, then purchase order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2020-2021**.*
- 2.9.5 *In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).*
- 2.9.6 *In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **2020-2021 duly certified by Chartered accountant**.*

Note for above Sl. No. 2.9.4, 2.9.5 & 2.9.6:

- a) Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of three (3) preceding Financial Year(s), i.e. **2020-2021, 2019-2020, & 2018-2019**.*

2.9.7 *Startups are exempted from submission of **EMD**.*

2.9.8 PPP Policy 2012:

Public Procurement Policy shall be applicable (with splittable) as per clause mentioned in ITB of Tender document.

2.9.10 CPBG: The following CPBG clause shall be incorporated in tender document.

The contract performance security as per ITB shall be 3% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid 3 months beyond the contract period.

Appendix-A1

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

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

Whereas

M/s. Brahmaputra Cracker and Polymer Limited (hereinafter referred to as BCPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

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

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

a) M/s. _____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.

M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.

c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.

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

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

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

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

For and on behalf of
(Bidder)

M/s.

Witness:

1)

2)

For and on behalf of
(Supporting Company)

M/s.

Witness:

1)

2)

Appendix-A2

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

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

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

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

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

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non- performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, Assam. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

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

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the

Tender Document No : BCPL/C&P/LE21S039BB/04073
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LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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

Appendix-A2A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed alongwith the Guarantee.

Appendix-A3

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

To,
M/s BCPL

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ (herein after called CONTRACT/ ORDER) for BCPL having registered office at 1st Floor, House No. 6, Bhuban Road, Uzanbazar, Guwahati-781001, Assam (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

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

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein

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contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that GAIL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

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

Yours faithfully,

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

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INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence or in the Bank Guarantee itself.

भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश) आईटीबी(
)बोली-प्रक्रिया डेटा पत्रक) बीडीएस (के साथ पढ़ा जाए)

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

SECTION-III

INSTRUCTION TO BIDDERS

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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.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier/Seller**”) 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'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

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 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 Bid Due Date. 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.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put 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/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 No. 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 this Tender Document 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, 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))

3.1 Bids from Consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of Consortium/ JV shall assume responsibility jointly & severally. The Earnest Money Deposit / Bid Security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.

3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.

3.3 The Bidder shall submit Power of Attorney as per Clause No. 2.7 of ITB in PART-I of the Bid.

3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be

altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of BCPL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.

- 3.5 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put on 'Holiday' by GAIL/BCPL 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. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. 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, document authentication charges, site visit 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

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque [in favor of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.
- 5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause No. 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Tender Fee.
- 5.4 In the event of a particular bidding process being cancelled, the Tender Fee (excluding GST) will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Purchaser.

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.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, premises and land for the purpose of such visits, but only upon the express conditions

that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[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 the Clause No. 8 & 9 of ITB, ":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract – Goods [GCC]
- Section-V : Special Purchase Conditions/ Special Conditions of Contract [SCC]
- Section-VI : **Technical Specifications , Drawing (wherever applicable) and scope for incidental Services (wherever applicable)**
- Section-VII : Price Schedule/ Schedule of Rates

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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: <https://eprocure.gov.in>
- 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://eprocure.gov.in/> 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.
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[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

- 10.1 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 is 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.
- 10.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

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

NIC's e-tender portal: <https://eprocure.gov.in/> and also uploaded at BCPL's, GAIL's and CPP website for information to licensor approved vendors (if any). WEBSITE:

<https://www.gailtenders.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 FOLDER-I : "TECHNO-COMMERCIAL / UN-PRICED BID"** 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 (as per clause no.-2.1, Annexure-II, ITB)

- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F 12 A/B)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3, F4, F5, F6(A&B), F7, F8, F10(A&B), F11, F12(A&B), F13, F14, F16,F-17 of Section-IV 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 signed by the "Authorized Signatory" of the Bidder.

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

11.1.2 FOLDER-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking 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.

12 BID PRICES

12.1 Indian Bidders:

12.1.1 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.

1.0 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.

2.0

3.0 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.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their 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.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

12.1.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1.1 (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.

12.1.3 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, freight and 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, freight and on the incidental services shall be indicated in Form F-10 and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

12.2 Foreign Bidder:

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

- A) Prices on the basis of FOB as well as CFR
FOB prices shall be inclusive of all costs, insurance, taxes & duties upto FOB port of shipment.

4.0

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

12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/SGS/GLI/Moody/Bax Council /Bharat Quality Engineers/Meenar Global Consultant) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance up to FOB International Sea Port of exit is in the scope of Foreign Bidder. Insurance beyond FOB International Sea Port of exit shall be arranged by the Owner.

12.2.3 Concessional rate of Custom Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- (iii) Any Customs Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine 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. Delivery terms shall be interpreted as per INCOTERMS®2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 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.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13.0 TAXES & DUTIES

13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER

13.1.1 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.

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.

13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 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.

5.0 13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is avliable) 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.

13.1.4 **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 it's applicability with respect to the Contract.

13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.1.6 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.

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.

13.1.7 The supplier shall mention the particulars of BCPL, (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.

13.1.8 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/GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.1.9 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, their 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.

13.1.10 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.

13.1.11 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.

13.1.12 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.

13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:

A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Purchaser's country.

Customs duty payable in India for imported goods ordered by Purchaser on foreign Seller shall be borne and paid by Purchaser.

Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by Seller. For Foreign bidders, GST (CGST & SGST/UTGST or IGST) shall be payable by Purchaser to statutory authorities in India under reverse charge mechanism.

14 BID CURRENCIES:

14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

- 14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/EURO/ INR.
- 14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

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)

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of BCPL payable at place mentioned in BDS] or 'Bank Guarantee' or 'Letter of Credit' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' or 'Letter of Credit' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

- 16.2 The EMD is required to protect BCPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank in case of Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iv) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

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 NIC's e-TENDER portal (CPPP): <https://eprocure.gov.in/> BCPL & GAIL and Govt. (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 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:

- i) Bid Validity lesser than specified period in tender
- ii) Non-acceptance of delivery period
- iii) Request for advance payment
- iv) Non-submission of Firm and Fixed Price
- v) Non-submission of rate as per price schedule format (with all desired break-up i.e. FOB & CFR Rate for foreign bidders and Ex-works, taxes, duties, freight etc. for Indian Bidder)
- vi) Any deviation to scope of supply, specification etc.

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

20 MODE OF PAYMENT

DOMESTIC BIDDER:

BCPL 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.

FOREIGN BIDDER:

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in SCC less Indian Agent's Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

Agency Commission (if applicable) will be paid by BCPL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by BCPL.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank .

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

21.1 **All documents to be digitally signed and to be uploaded as detailed in addendum to ITB..** 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.

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

21.5 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:

21.5.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.

21.5.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing

facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to BCPL in advanced for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of e-tender, the Bid must be uploaded NIC's e-TENDER portal (CPPP): <https://eprocure.gov.in/> not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.
- 22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.
- 22.3 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 NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/> and Govt. and BCPL/GAIL'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 In case of e-tender, e-tendering system of BCPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case of manual tender, Bid(s) received by BCPL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid. In case of e-tendering, where the EMD /physical documents has been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

- 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 CASE OF E- TENDER

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

24.1.2 IN CASE OF MANUAL TENDER

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by BCPL prior to the Due Date & Time for Bid submission.

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

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 Unpriced 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.

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 accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- 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 of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

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 and Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.

[E] – AWARD OF CONTRACT

35 AWARD

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 / FAX OF ACCEPTANCE [FOA]

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by 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.

36.3 Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security

Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

37.0 **DISPATCH SCHEDULE**

37.1 **INDAIN BIDDER:**

37.1.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / BCPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard.

37.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

37.2 **FOREIGN BIDDER:**

37.2.1 Where the Seller is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Seller and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by BCPL.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.2.2 It shall be responsibility of the seller to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

37.3 All equipments / materials are to be insured by BCPL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc. Any such damage during the transportation shall be immediately notified to under-writers as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors

are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores/or its equivalent in U.S. Dollars) and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

38.4 Further, the bidder can submit CPBG on line through issuing bank to BCPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BCPL.

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

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

39.2 The Fraud Prevision Policy document is available on BCPL's website.

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 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) (applicable for Indian bidder)

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

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD.

iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

a) In case of proprietary MSE, Proprietor(s) shall be Women.

b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit

c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.

b) If the MSE is owned by SC/ST or women Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

NOTE: Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

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

(ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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

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

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

40.4 If against an order placed by GAIL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers 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 Micro, Small and Medium Enterprises with prior consent in writing from GAIL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

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

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

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

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

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

- ☐ M/s Receivable Exchange of India (RXIL), Mumbai
- ☐ M/s Mynd Solutions Private Limited (Mynd), New Delhi
- ☐ M/s A. TREDs (Invoicemart), Mumbai

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

40.8 The following documents are to be submitted by MSEs:-

(i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as

Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

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

ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

41 PACKING, MARKING & SHIPPING INSTRUCTIONS

41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

42.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.

41.2 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- a) Vehicle/Equipment etc. should be brought to site in good conditions.
- b) Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- c) Valid operating/driving license of driver/operator
- d) Any other requirement mentioned elsewhere in Tender Document

42 VENDOR PERFORMANCE EVALUATION

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

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

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 BCPL /GAIL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on BCPL / GAIL’s web site www.gailonline.com 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 GAIL (India) 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.

46 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

47 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.

48 PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by BCPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-24A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by BCPL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by BCPL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by BCPL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to BCPL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to BCPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, BCPL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by BCPL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by BCPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .

If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-24B.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/consultant

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

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

50. **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.”

51. 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.

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

Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of 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.
- 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 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

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

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

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.

D.3.2 If an Agency is put on the Suspension List during tendering process:

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.

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.

F. Appeal against the Decision of the Competent Authority:

F.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.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. 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.

Annexure-II

**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 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/ 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.

- 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**
- (iv) 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.

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.
- 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

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

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:

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

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
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	
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

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:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
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

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

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	
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

ANNEXURE-III

CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

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

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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

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

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

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

9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS: *(Not applicable in this tender)***

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II

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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.
- 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.
- 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'.

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 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.
- 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

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 exists or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising 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:

- 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.

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 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.

(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.

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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:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) 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.
- (iv) 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
- (v) The option once exercised cannot be modified subsequently.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
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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:

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Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
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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:

- (i) This certificate it 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.

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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(~~*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

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 (~~*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]

Name:

Date:

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.

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ANNEXURE-IV

(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>

.....

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: M/s. Brahmaputra Cracker & Polymer Limited				
1.2	The Invitation for Bid/ Tender is for PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.				
General	The Purchaser is: M/s. Brahmaputra Cracker & Polymer Limited The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :- Consignee: _____ Delivery Location: _____ _____ _____				
3	Bid From a Consortium/ Joint Venture <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%;">No</td></tr> <tr> <td>NOT APPLICABLE</td><td>Yes</td></tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of M/s. Brahmaputra Cracker & Polymer Limited payable at <i>Dibrugarh, Assam</i>				
B. TENDER DOCUMENT					
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. B. J. Barman, 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: bhaskar.barman@bcplindia.co.in;				
C. PREPARATION OF BID					
11.1.1 (x)	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers): _____ _____				
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: _____ _____				
12.1.2					

	Whether Indian 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 <table border="1"> <tr> <td>YES</td><td> </td></tr> <tr> <td>NO</td><td> </td></tr> </table>	YES		NO					
YES									
NO									
12.2.2	The Third Party Inspection shall be applicable only if there is a specific mentioning of such Inspection provisions in SCC.								
12.3	Transit/marine Insurance shall be arranged by :- <table border="1"> <tr> <td>BCPL</td><td> </td></tr> <tr> <td>SUPPLIER</td><td> </td></tr> </table> In case, transit/marine insurance to be arranged by BCPL, the details of Transit/marine Insurance Policy are as under:- Indian Bidders: _____ _____ Foreign Bidders: _____ _____	BCPL		SUPPLIER					
BCPL									
SUPPLIER									
12.5	Delivery basis shall be Indian Bidder: <table border="1"> <tr> <td>FOT/FOR BCPL, Lepetkata, Assam</td><td> </td></tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td><td> </td></tr> </table> Foreign Bidder: <table border="1"> <tr> <td>CFR,[Kolkata Sea port]</td><td> </td></tr> <tr> <td>FOB,(Bidder to indication location)</td><td> </td></tr> </table>	FOT/FOR BCPL, Lepetkata, Assam		EX-WORKS,(Bidder to indication location)		CFR,[Kolkata Sea port]		FOB,(Bidder to indication location)	
FOT/FOR BCPL, Lepetkata, Assam									
EX-WORKS,(Bidder to indication location)									
CFR,[Kolkata Sea port]									
FOB,(Bidder to indication location)									
13.1.7	Details of Buyer: <table border="1"> <tr> <td>Consignee</td><td>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.Emailid: bhaskar.barman@bcplindia.co.in</td></tr> <tr> <td>GST No.</td><td>18AADCB2356E1ZY</td></tr> <tr> <td>PAN No.</td><td>AADCB2356E</td></tr> </table>	Consignee	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.Emailid: bhaskar.barman@bcplindia.co.in	GST No.	18AADCB2356E1ZY	PAN No.	AADCB2356E		
Consignee	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.Emailid: bhaskar.barman@bcplindia.co.in								
GST No.	18AADCB2356E1ZY								
PAN No.	AADCB2356E								

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15	The bid validity period shall be 3 (three) months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of M/s. Brahmaputra Cracker & Polymer Limited payable at Dibrugarh, Assam (if applicable)				
D. SUBMISSION AND OPENING OF BIDS					
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				
22	The Tender No. of this bidding process is: <u>BCPL/C&P/LE21S039BB/04073</u>				
22.2 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Purchaser's address is : Attention: Sh. B.J. Barman, 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: bhaskar.barman@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: bhaskar.barman@bcplindia.co.in				
E. EVALUATION, AND COMPARISON OF BIDS					
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
37	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- _____				
38	Contract Performance Security (CPS)/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td>Yes</td></tr> <tr> <td>NOT APPLICABLE</td><td>No</td></tr> </table> <i>Procurement of Goods except Rate Contracts: SD/CPBG @ 10% of Order/ Contract Value within 30 days of FOA/ notification of award.</i> Order value as mentioned above will be exclusive of GST.	APPLICABLE	Yes	NOT APPLICABLE	No
APPLICABLE	Yes				
NOT APPLICABLE	No				

40	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="344 246 1008 398"> <tr> <td data-bbox="344 246 683 320">YES</td><td data-bbox="683 246 1008 320"> </td></tr> <tr> <td data-bbox="344 320 683 398">NO</td><td data-bbox="683 320 1008 398"> </td></tr> </table>	YES		NO	
YES					
NO					
50	Quarterly Closure of Contract <table border="1" data-bbox="344 515 1008 667"> <tr> <td data-bbox="344 515 683 589">APPLICABLE</td><td data-bbox="683 515 1008 589">No</td></tr> <tr> <td data-bbox="344 589 683 667">NOT APPLICABLE</td><td data-bbox="683 589 1008 667">Yes</td></tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
6.1 of Annexure-V (B) to ITB	The Port Consignee details shall be as under:- Port Consignee (in case of foreign bidder): HOD (C&P) 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 skmishra@gail.co.in, bhaskar.barman@bcplindia.co.in				
6.2 of Annexure-V (B) to ITB	BCPL Banker's Details: _____ _____ _____				
SCC	MODE OF SHIPMENT: <table border="1" data-bbox="344 1339 1008 1491"> <tr> <td data-bbox="344 1339 683 1413">SEA</td><td data-bbox="683 1339 1008 1413"> </td></tr> <tr> <td data-bbox="344 1413 683 1491">AIR</td><td data-bbox="683 1413 1008 1491"> </td></tr> </table>	SEA		AIR	
SEA					
AIR					
Clause no.38 of GCC	Fall Clause <table border="1" data-bbox="344 1597 1008 1749"> <tr> <td data-bbox="344 1597 683 1671">APPLICABLE</td><td data-bbox="683 1597 1008 1671">No</td></tr> <tr> <td data-bbox="344 1671 683 1749">NOT APPLICABLE</td><td data-bbox="683 1671 1008 1749">Yes</td></tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
Clause no.26 of GCC	Price Reduction Schedule for Delayed delivery The following provision is added in the referred clause of GCC: “In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the				

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	contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value. The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order.”
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	<i>GST shall be applicable on PRS amount.</i>
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**(A) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR
INDIGENOUS MATERIALS**

1.0 General

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

2.0 Project/Job

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

3.0 Packing

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.
 - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.

c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.

3.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.

3.11 The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

3.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

4.0 Marking

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

PURCHASER: **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs Gross Wt.....Kgs.

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

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

Seller's Name.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

5.0 Shipment

5.1 Despatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure despatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

5.2 Despatch by Road

(a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.

(b) The SELLER shall ensure with Transport Company the delivery of materials within a

reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to BCPL /PMC EIC (respective Project Site).

5.3 Despatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks.
Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of BCPL /PMC.

5.3.2 As "SMALLS"

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be despatched as "wagon load" paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform BCPL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to BCPL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be

readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

5.4 Shipment by Air

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, BCPL / PMC (respective Project Site).

5.5 Destination

The consignments should be despatched as indicated in bid document/Purchase Order.

5.6 Advance Information

Immediately after a shipment is made, Seller shall send advance information as to the particulars of materials, value, Purchase Order Number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, BCPL / PMC (respective Project Site).

5.7 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

6.0 Transit Risk Insurance

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

7.0 Despatch through Approved Transporters

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

(B) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL

1. PACKING

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.

- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2. MARKING

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

PURCHASER: **BRAHMAPUTRA CRACKER AND POLYMER LIMITED.**

PROJECT/JOB:

DESTINATION:

Purchase Order No.....

Net Wt.Kgs. Gross Wt. Kgs

DimensionsXXCM

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

Seller's Name

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3. SHIPMENT

- 3.1. BY SEA

All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

- 3.4. BY AIR

Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall air mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Excise and Customs, Free Period for import consignments at AIR & SEA CARGO has been reduced from 72 Hrs. to 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

4.4. BILL OF LADING

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser/PMC at clause 6.1 below, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

6. ADDRESSES

6.1 Consignees:

A. Project/Work center Consignee:
[refer BDS for Consignee Details]

B. Consignee (for sea port/ airport of entry):
[refer BDS for port Consignee Details]

6.2. Bankers:
[refer BDS for Bankers details]

7. SHORT SHIPMENTS

7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

(C) SPECIAL PACKAGING REQUIREMENTS

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

Annexure-VI

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

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 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 with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 **Eligibility:** Manufacturers/ service providers having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase 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 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 that purchase preference 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-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (c) Public Procurement Policy for MSE 2012
- (d) Purchase Preference linked with Local Content

3.0 **Definition:**

- (i) **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- (ii) **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- (iii) **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.
- (v) **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.

- (vi) **Purchase preference** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
- (vii) **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.
- (viii) **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 the country
- (ix) **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 with in the country.
- (x) **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.
- (xi) **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- (xii) **Indian Company** means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
- (xiii) **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.
- (xiv) Target local content for the tendered item in percentage is mentioned below: -----
-----.

4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) **Goods:**

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 qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria).

However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) **Services/EPC Contracts (others):**

If the tender cannot be split (as specified in BDS) the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

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.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

Note:

- (i) *Refer BDS (Bidding Data Sheet) of ITB (Institutions to Bidders) regarding splitability of the tender*
- (ii) *** If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.*
- (iii) *Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders*

5) **Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
- b) The criteria for determination of the local Content cost in the goods shall be as follows:
 - i) In the case of direct component (material), based on country of origin;
 - ii) In the case of manpower, based on INR component; and
 - iii) In the case of working equipment/facility, based on the country of origin
- c) 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.

5.2 **LC of Services**

- a) 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.
- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
 - i) Cost of component (material) which is used,
 - ii) Manpower and consultant cost; cost of working equipment/facility; and
 - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-

- i) In the case of material being used to help the provision of service, based on country of origin ;
- ii) In the case of manpower and consultant based on INR component of the services contract;
- iii) In the case of working equipment/facility, based on country of origin, and
- iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
- v) Indian flag vessels in operation as on date.

5.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

5.4 **LC of EPC contracts (others):**

- a) 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.
- b) 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.
- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

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

5.5 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on itemwise level.

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) shall be considered for the calculation of Local Content.

6) **Certification and verification**

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-

6.1 **At bidding stage:-**

a) **Price Break-up**

- The bidder shall provide only the value & percentage of the local content in price bids. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not itemwise level as mentioned as para 5 herein above.
- Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)

b) Undertaking by the bidder.

- The bidder shall submit an undertaking (as per Form-2) along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
- Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate:

- The Undertaking submitted by the bidder shall be supported by a certificate (as per Form-3) from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

6.2 After Contract Award:-

- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized representative of the company.
- b) The verification of the procurement of goods, service or EPC contracts with the value of Rupees Five Crore and above shall be carried out by the Statutory Auditor engaged by the bidder.

6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of BCPL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

6.4 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.

6.5 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) shall be considered for the calculation of Local Content.

6.6 BCPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

7) Sanctions

7.1 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.

- 7.2 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"
- 7.3 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.
- 7.4 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.
- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1st note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

FORM-1
UNDERTAKING FOR APPLICABILITY OF POLICY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase Preference (linked with local content) or	
Purchase Preference under Public Procurement Policy for MSE	

Note:

- (vi) Please indicate your preference against only one policy.
- (vii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (viii) 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.
- (ix) 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
- (x) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

FORM-2
UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PP-LC)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:
TENDER NO:

Dear Sir

We, M/s_____ (*Name of Bidder*) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of% specified in tender document. The certificate from Statutory auditor in this regard has been submitted in un-priced bid and the value & percentage of the local content has been provided in priced-bid.

We further confirm that in case we fail to meet the minimum local content, BCPL will take action as per provision of tender document.

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

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

FORM-3

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS MANDATORY
MINIMUM LC
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:
TENDER NO:

Dear Sir

We,..... (Name of the Statutory Auditor) have verified relevant records of
M/s..... (Name of the bidder) and certify that M/s
.....(Name of the bidder) meet the mandatory minimum Local content requirement
of% specified in tender document no.....

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

GENERAL CONDITIONS OF CONTRACT-GOODS (GCC-GOODS)



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम/(A Government of India Enterprise)

**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number, **BCPL/C&P/LE21S039BB/04073** dated **17.06.2021**, 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:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

FORMS & FORMATS

Form No.	Description
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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 BANKIF 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
F-20	UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS RELATING TO BEC, ETC.
FORMS REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	
UNDERTAKING ON LETTERHEAD	
CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING	
<u>DECLARATION FOR BID SECURITY</u> Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.	

Note: Above Formats/Forms duly filled-in along with its enclosures must be essentially furnished by bidders before/along with bid for Evaluation, failing which such bid(s) may not be considered for further evaluation.



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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.	<table><tr><td>City:</td></tr><tr><td>District:</td></tr><tr><td>State:</td></tr><tr><td>PIN/ZIP:</td></tr></table>	City:	District:	State:	PIN/ZIP:	
City:							
District:							
State:							
PIN/ZIP:							
7.	Telephone Number & Contact Information of Registered Office	<table><tr><td>_____</td></tr><tr><td>(Country Code) (Area Code) (Telephone No.)</td></tr><tr><td>FAX No. :</td></tr><tr><td>e-mail ID:</td></tr></table>	_____	(Country Code) (Area Code) (Telephone No.)	FAX No. :	e-mail ID:	

(Country Code) (Area Code) (Telephone No.)							
FAX No. :							
e-mail ID:							
8.	Operation Address (if different from above)	<table><tr><td>_____</td></tr><tr><td>City:</td></tr><tr><td>District:</td></tr><tr><td>State:</td></tr><tr><td>PIN/ZIP:</td></tr></table>	_____	City:	District:	State:	PIN/ZIP:

City:							
District:							
State:							
PIN/ZIP:							

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम//((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 (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.)
22.	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
23.	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:
Date:

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



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

F-2

BID FORM

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

F-3

LIST OF ENCLOSURES

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir,
We are enclosing the following documents as part of the bid:

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((A Government of India Enterprise)

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		
3.	Section III, 16.3	In case EMD is in form of Bank Guarantee from Banks other than the Nationalized Indian Banks, a declaration from such commercial Bank having net worth in excess of Rs. 100 Crores		
4.	Section III, 11.1.1 (n)	Power of Attorney		
5.	Section III, 11.1.1 (r)	Integrity Pact	if 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)	Documentary evidence that the		

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

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
		Bidder is a Micro or Small Enterprises		
18.	Section III, 40.3 (b)	Documentary evidence, in support of MSE is owned by SC/ST Entrepreneurs		
19.	Section III, 40.3	Certification of above documents by the Chartered Accountant		
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	Copy of the Entrepreneurs Memorandum (EM)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY" (Not applicable)

(To be stamped in accordance with the Stamp Act)

Ref :BCPL/C&P/LE21S057BB/04115

Bank Guarantee No.....

Date.....

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____

_____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by BCPL, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....
BANK DETAILS FOR BG ISSUANCE SFMS :

“BG issuance message is to be transmitted through SFMS to beneficiary’s bank as below:

Name of Bank : ICICI Bank

Branch: GUWAHATI - FANCY BAZAR

IFSC: ICIC0000543

The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:

Field Number	Particulars (to be mentioned in Row 1)
7037	BCPL566911048

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((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/LE21S057BB/04115

Date:

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: **PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

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.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



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 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

“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:



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise)
F-6

"NO DEVIATION" CONFIRMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: **PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise)
F-7
DECLARATION REGARDING HOLIDAY/BANNING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: **PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

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:
Date:

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



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(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 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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 thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((A Government of India Enterprise)

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

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir(s),

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

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

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

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

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



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3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati, Assam.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.



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Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



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AGREED TERMS & CONDITIONS

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: **PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's Name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : Vendor Code: Address:
2.	Please confirm the currency of quoted prices.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	i) Confirm quoted prices are on FOT BCPL, Lepetkata basis inclusive of P&F. ii) Confirm firm freight charges upto BCPL, Lepetkata site are quoted in Price Schedule.	
5	Please specify the Dispatch Point	

Tender Document No : BCPL/C&P/LE21S039BB/04073
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6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).	
7.	Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.	
8.	Confirm that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	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).	
9.1	Complete Tender Document along with its Corrigendum/ Amendment etc., duly signed.	
10.	Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. GST shall be applicable on PRS amount.	
11.	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.	
11.1	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
12.	Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value	



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	c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm acceptance to all provisions of GCC (General Condition of Contract) of the tender document.	
15.1	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
16.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid (wherever applicable).	
17.	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.	
18.	Confirm the 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.	
19.	All correspondence must be in ENGLISH language only.	
20.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
21	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
22	We hereby confirm that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.11 of ITB.	
23.	Rate of applicable GST (CGST & SGST/ UTGST or IGST)	CGST: % Plus SGST/UTGST..... % Total:% Or IGST:..... %
24.	Harmonized System Nomenclature (HSN):	
25	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.	
26	Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule	
27	Confirm any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on	



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	components of an item and/or various items of tender by bidder shall be to bidder's account	
28	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 prorata on value basis in the event of part order.. Repeat Order: Confirm acceptance of Repeat Order within 6 (six) months as per ITB.	
29	Testing and Inspection charges: Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
30.	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
30.1	a) Whether the bidder is a MANUFACTURER of TRI-ETHYL-ALUMINUM (TEAL) (b) If the bidder is NOT a MANUFACTURER of TRI-ETHYL-ALUMINUM (TEAL), then specify the name of the company from whom the material is sourced alongwith supporting document.	
31.	Import Content: If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following: (a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included. (b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for	



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	availing the Project rate of Import Duty by the Bidder. (c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above). (d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.). (e) Indicate classification with tariff no. under which Vendor intends to import. (f) Confirm prices shall be firm on account of variation in foreign exchange rate. (g) Owner shall not provide any import licence. (h) Quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content. (i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the vendor. However, any reduction in Import Duty due to change in classification shall be passed over to Owner. (j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST. (k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon. (l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.	
32.	Bidder accepts Guarantee clause as per as per tender.	
33.	Bidder accepts Arbitration/Resolution of Dispute clause.	
34.	Bidder accepts Force Majeure clause.	
35	Whether bidder falls under MSE Act. If yes, Whether bidder is a MSE belonging to SC/ST category. <i>The above documents submitted by the bidder shall</i>	



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	<i>be duly certified by the <u>chartered accountant</u> (not being an employee or a director or not having any interest in the bidder's company/firm) <u>and notary public</u> with legible stamp.</i>	
35.1	Confirm that you <u>have not been banned or de-listed or Blacklisted</u> or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of GAIL. If you have been banned or de-listed by any of above, please mention details of the same.	
35.2	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/found in future, the Bid submitted may be rejected / terminated at any stage.	
35.3	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
35	Cylinder rent	
35.1	Rent free period offered by bidder (No. of days): For domestic bidders, the “Rent Free Period (RFP)” of each cylinder shall be the difference between the date of LR of filled cylinder up to date of intimation to SELLER that cylinder has got empty and are to be taken back’. In case, bidder offers a different basis of RFP, the equivalent RFP shall be modified/adjusted based on the above calculation	
35.2	Rate of rental charges i.e. rent per day per cylinder, beyond the Rent Free Period (RFP) , has been mentioned in the price bid	
36	Bidder clarify that they would adhere to the Fraud Prevention Policy of BCPL (available on BCPL’s website) and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in	



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	fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedure of BCPL as applicable from time to time.	
37	Name & contact details of authorized person for signing the bid.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir,

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

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

Postal Address with Pin Code:

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

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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

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F-12
UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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:

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
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F-13
BIDDER'S EXPERIENCE

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: **BCPL/C&P/LE21S039BB/04073**

Sl. N o.	Descri- ption of the Supply/ Service s	PO/ Contrac t No. and date	Full Postal Address & phone nos. of Client.	Value of Contract/Order (Specify Currency Amount)	Date of Commen cement	Scheduled Completi on/Delivery Period (Months)	Date of Actual Completi on	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:

Tender Document No : BCPL/C&P/LE21S039BB/04073
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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		
iii	Signed and stamped original copy of Tender Document along with drawings and addendum (if any)		
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 alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.		

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((A Government of India Enterprise))

7.0	Confirm that annual reports for last three financial years & dulyfilled 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रैकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp :

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((A Government of India Enterprise)
F-16

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

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

AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

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

*Refer Instructions on next page...

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/(A Government of India Enterprise))

Instructions:

The Separate Pro-forma shall be used for each member in case of JV/ Consortium.

The financial year would be the same as one normally followed by the bidder for its Annual Report.

The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.

For the purpose of this Tender document:

Annual Turnover shall be “Sale Value/ Operating Income”

Working Capital shall be “Current Assets less Current liabilities” and

Net Worth shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

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



F-17
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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 : _____

F-18
E-BANKING MANDATE FORM

(To be issued on vendors letter head)

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 : _____

निविदासंख्या / e-TENDER NO : BCPL/C&P/LE21S057BB/04115 FOR PROCUREMENT OF 792 MT HYDROCHLORIC ACID (HCL PERCENT BY MASS, MIN 30.0) FOR INTEGRATED OFFSITE PLANTS (IOPS) AT BCPL, LEPETKATA.



ब्रह्मपुत्रक्रैकरऔरपालीमेरलिमिटेड

IMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम/(A Government of India Enterprise))



- 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)



F-19

Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers)

Government of India, vide Gazette of India No 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be applicable:

i) Issue of Tender Documents to MSEs free of cost.
ii) Exemption to MSEs from payment of EMD / Bid Security
iii) In Tender, participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by women.

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

v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.

vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers 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 Micro, Small and Medium Enterprises.

b) If the MSE is owned by SC / ST Entrepreneurs/ MSE is owned by women, the bidder shall furnish appropriate documentary evidence in this regard.

vii) The MSEs owned by SC/ST entrepreneurs shall mean:

a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.

c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

Further, the definition of MSEs owned Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs



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

(ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law. If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006, Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs) .

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.



F- 20

**UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED DOCUMENTS
RELATING TO BEC, ETC.**

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

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir,

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC, etc. as specified in the tender document. Hence, we are submitting the self-certified documents relating to BEC, etc.

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC, etc.as per tender provisions, after normalization of situation.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Name of Bidder

Seal:



Form-I

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir

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

Not from such a country []

If from such a country, has been registered with the Competent Authority. []
(Evidence of valid registration by the Competent Authority shall be attached)

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

TENDER NO.: BCPL/C&P/LE21S039BB/04073

Dear Sir

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

not from such a country []

if from such a country, has been registered with the Competent Authority. []

(Evidence of valid registration by the Competent Authority shall be attached)

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

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

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

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



Annexure-1

DECLARATION FOR BID SECURITY

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8)
FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.**

TENDER NO.: BCPL/C&P/LE21S039BB/04073

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:

**THIS FORMAT TO BE FILLED BY THE BIDDER****TECHNICAL CRITERIA AS STIPULATED IN BEC**

[PLEASE READ, SECTION –II, CLAUSE NO. 1.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

1. All documents [to be uploaded] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp.
2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.
3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B, C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]

Sl. No.	List of Order Details	Description		Details [to be mentioned by the bidder]	
A	1st Order/ LOI/Contract				
A1		Name of Order issuing Agency/Client/Owner/Company	:		
A2		Order No. & Date	:		
A3		Brief Details/Name (Nature) of Supply	:		
A4		Contract/Order Value (in Rs.)	:		
A5		Period of Contract/ Order	:		
A6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue Brief Details/Name (Nature) of Supply Period of Contract/ Order Actual Date of Completion/Execution		 	

Tender Document No

: BCPL/C&P/LE21S039BB/04073

Tender for

: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

		Executed Value Executed Qty, etc		_____	
B	2nd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]	
B1		Name of Order issuing Agency/Client/Owner/Company	:		
B2		Order No. & Date	:		
B3		Brief Details/Name (Nature) of Supply	:		
B4		Contract/Order Value (in Rs.)	:		
B5		Period of Contract/ Order	:		
B6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue Brief Details/Name (Nature) of Supply Period of Contract/ Order Actual Date of Completion/Execution Executed value Executed Qty, etc		_____ _____ _____ _____ _____	
C	3RD Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]	
C1		Name of Order issuing Agency/Client/Owner/Company	:		
C2		Order No. & Date	:		
C3		Brief Details/Name (Nature) of Supply	:		
C4		Contract/Order Value(in Rs.)	:		
C5		Period of Contract/ Order	:		
C6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue Brief Details/Name (Nature) of Supply Period of Contract/ Order Actual Date of Completion/Execution Executed value		_____ _____ _____ _____ _____	

Tender Document No

: BCPL/C&P/LE21S039BB/04073

Tender for

: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

		Executed Qty, etc			
D	4th Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]	
D1		Name of Order issuing Agency/Client/Owner/Company	:		
D2		Order No. & Date	:		
D3		Brief Details/Name (Nature) of Supply	:		
D4		Contract/Order Value	:		
D5		Period of Contract/ Order	:		
D6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue Brief Details/Name (Nature) of Supply Contract/Order Value Period of Contract/ Order Actual Date of Completion/Execution Executed value Executed Qty, etc			

Tender Document No
Tender for

: BCPL/C&P/LE21S039BB/04073

: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

1. Format-15 (to be submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2020-2021, 2019-2020, 2018-2019 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. Bidder to Put 'tick mark' only [out of two options (i.e. 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED / UPLOADED	
				Option	Tick Mark
1.2 .1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2020-2021, 2019-2020, 2018-2019 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2020-2021 FY: 2019-2020 FY: 2018-2019	Yes / No Yes / No Yes / No	

Tender Document No

: BCPL/C&P/LE21S039BB/04073

Tender for

: PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED / UPLOADED	
			Option	Tick Mark
1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	: Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2020-2021. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ _____ Email ID:_____ _____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	: Name Of Chartered Accountant:_____ _____ Membership No. of Chartered Accountant_____ _____	Yes / No	

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The terms and conditions enumerated herein shall supersede the terms and conditions mentioned elsewhere in the tender document.

2. SCOPE OF SUPPLY:

- 2.1 TEAL is used as a Ziegler co-catalyst in production of Polyethylene and Polypropylene.
- 2.2 TEAL to be supplied in returnable containers (Cylinders).
- 2.3 Total **60500 KG** of Tri-Ethyl Aluminum shall be supplied for **Polyethylene** Production and **15600 KG** shall be supplied for **Polypropylene** Production.
- 2.4 Bidders have to specify lot size, size of container and quantity of TEAL in each Container (Cylinder) offered by them.
- 2.5 Bidder needs to provide rate of the TEAL and rent (after rent free period) for Containers separately as per the Schedule of Rate (SOR).
- 2.6 Specifications of TEAL are provided in **clause no 3.0** of SCC for **LLDPE/HDPE & PP Unit**.
- 2.7 Bidder will supply TEAL against the BCPL's requirement while strictly adhering to Quality Assurance & Control.

3. SPECIFICATION OF TEAL

For PP Unit :

Name	: TEAL
Chemical Name	: Tri-Ethyl-Aluminium
Generic Description	: Alkyl Aluminium
CAS No.	: 97-93-8
Formula	: (C ₂ H ₅) ₃ Al
Molecular Weight	: 114.2
Aluminum content	: 22.9 – 23.6 % wt.
Tri ethyl aluminum	: 94.0 – 98.2 % wt.
Tri-n-butyl aluminum	: 1.0 – 5.0 % wt.
Hydride as AlH ₃	: 0.1 – 0.8 % wt.
Density	: 0.83-0.84 g/cm ³ at 25 ⁰ C
Application	: Catalyst component for the production of polyolefin.

For LLDPE/HDPE Unit :

Name	: TEAL
Chemical Name	: Tri-Ethyl-Aluminium
Generic Description	: Alkyl Aluminium
CAS No.	: 97-93-8
Formula	: (C ₂ H ₅) ₃ Al
Molecular Weight	: 114.2
Aluminum content	: greater than 22 % wt.
N-butyl group content	: less than 7.0 % wt

Hydride Content	: less than 0.6 % wt
Application	: Catalyst component for the production of polyolefin.

4.0 DELIVERY SCHEDULE:

4.1 **1st lot** of container shall be reached at site (against each line item) **within 6 weeks** from the date of intimation from BCPL.

Subsequent material (lots as specified by BCPL) to be dispatch only after intimation by BCPL in lots and should reach site **within 6 weeks** from the date of intimation from BCPL.

4.2 The date of receipt of material at BCPL site shall be considered as date of delivery as date of delivery.

4.3 The quantity may vary slightly according to container size.

5.0 CONTRACT PERIOD:

The contract period shall be of **Twelve (12)** months from the date of issue of Fax of Acceptance (FOA)/purchase order whichever is earlier. i.e within this period BCPL can issue dispatch advice to Seller. In case full contract quantity is not executed within Contract period, in such situation Contract period can be extended for a period **Six (06)** months at same rate, terms and condition at the sole discretion of BCPL.

6.0 RENT FREE PERIOD (RFP) FOR CONTAINER:

6.1 Domestic bidders: RFP of minimum **90 days**

6.2 Bidder has to specify the Rent charges to be applicable after the Rent free period in the Schedule Of Rates. After expiry of the rent free period, payment towards the Container (Cylinder) rent shall be done on actual requirement basis.

6.3 The “Rent Free Period (RFP)” of each Container(Cylinder) shall be the difference between the date of Container received at BCPL , Lepetkata site up-to date of intimation to SELLER that Container(Cylinder) has got empty and are to be taken back’.

7.0 QUANTITY VARIATION:

For reasons of packing being sensitive and delicate as material cannot be contacted to air and as per packing facility cannot pack exact quantity, a variation up to $\pm 5\%$ (Five percent) of the supplied quantity may occur. The payment shall be made based on the actual quantity of material supplied as per provision of purchase order.

8.0 WEIGHBRIDGE VARIATION:-

The weights recorded at the weighbridge at BCPL will be final. The bidder will be held responsible for any shortage noticed at the weighbridge at BCPL during receipt of the

material at site. To take care of the national variation in weights, the allowable tolerance limit of net weights recorded at weight bridges will be 0.5%. In case of shortage above 0.5%, BCPL would not pay for the additional shortage quantity (beyond 0.5%) and same would be recovered from the bidder's bills.

9.0 APPROVAL AND ACCEPTANCE

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

10.0 DOCUMENTS REQUIRED

Technical offer of the bidder should contain the following documents:

- 10.1 Product datasheet of TEAL
- 10.2 Material safety data sheet (MSDS).
- 10.3 Storage instruction and safe handling procedure
- 10.4 Procedure for loading and unloading of TEAL containers
- 10.5 Reference list of users and names of contact persons
- 10.6 Certificate confirming the Nature of materials (Hazardous/Non Hazardous /etc).

11.0 GUARANTEE / WARRANTY & REPLACEMENT

- 11.1 Bidder should provide Guaranty/Warranty on the supplied material for the entire shelf-life period. Shelf life period should be mentioned by bidder in technical bid (from the date of dispatch from FOB port of exit).
- 11.2 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 material to be replaced immediately.
- 11.3 In case, the supplier wishes to cross-check the performance of the TEAL, if required, they should arrange all necessary equipments on their own for the same at their risk & cost.

12.0 INSPECTION / CERTIFICATE OF ANALYSIS:

- 12.1. Necessary test certificate conforming to the quality of the TEAL (TRI-ETHYL ALUMINUM) as per the specification to be provided as a part of dispatch document of each lot.
- 12.2 Certificate of Analysis should be in line with BCPL's required specification.
- 12.3 The manufacturer shall analyze the aluminum content, tri-ethyl aluminum Content and impurities for each lot and report the analytical results

13.0 PACKING INSTRUCTION:

13.1 The material shall be supplied under prevalent standard international industrial practice. For PE Unit, the container should be **C-1980 or equivalent**. For PP Unit, the container should be **C-430 or equivalent**.

13.2 The quantity per lot shall be determined / adjusted according to the standard packing size / container size offered by the bidder. Total quantity to be ordered shall be adjusted according to the nearest total tendered quantity of **60500 Kg** based on the offered lot size of bidder for **Polyethylene production**, and nearest tendered quantity of **15600 Kg** based on the offered lot size of bidder for **Polypropylene production**.

13.3 Please ensure that the Teal to be supplied in standard packing container having filling volume of approx. **5000-5500kgs for Polyethylene** production and approx. **1200 Kg for Polypropylene** production. Total quantity to be ordered shall be adjusted according to the nearest total tendered **60500 Kg** and **15600 Kg** based on the offered lot size of bidder.

13.4 Each container shall be adequate in strength and certified.

13.5 Each container should be marked with i.e. Name of material & code no. Manufacturer's name & batch number, Date of manufacture & net quantity etc.

14. PRICE BASIS & EVALUATION:

As per Evaluation Methodology as mentioned at BEC

15. FIRM & FIXED PRICES:

The quoted prices shall remain FIRM AND FIXED till contract period.

16. TRANSPORTATION:

Transportation up to LEPETKATA shall be in scope of SELLER. Further, materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner. Transit insurance shall be arranged & borne by supplier.

17. QUANTITY VARIATION:

Tolerance of $\pm 05\%$ of tanker capacity is acceptable. The payment shall be made based on the actual quantity of material supplied as per provision of purchase order.

18. PRICE REDUCTION SCHEDULE:

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

GST shall be applicable in PRS amount

19. SUPPLY OF MATERIAL BY AUTHORIZED DEALERS/DISTRIBUTORS:

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply only from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

20. PAYMENT TERM:

100% payment shall be released ^{a)} **within 15 days** after receipt & acceptance of materials (lot wise) at BCPL's Site.

21. SECURITY DEPOSIT-CUM-CPBG:

The contract performance security as per ITB shall be 3% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid 3 months beyond the contract period.

22. LOADING CRITERIA FOR BID EVALUATION

In the event of following specified deviations to the terms & conditions of the Bid Document, loading of the bidders prices shall be done as under:

(a) Price Reduction Schedule (PRS) for delayed delivery

- (i) *If bidder accepts PRS clause of tender – No Loading*
- (ii) *If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %*
- (iii) *Other than above, loading will be done by 5%.*

(b) Rent free period (RFP) less than 90 days (for domestic bidders)

TERMS OFFERED BY THE BIDDER

- (iii) When agreed for RFP of 90 days
- (iv) When agreed for RFP for 'R' days, where 'R' is less than 90 days

PRICE LOADING

No Loading
To be loaded by –
 $(90-R) \times N \times A$, where N= No. of Containers (cylinders) equivalent.
To 60500 Kg (PPU) & 15600 Kg(LLDPE)
A= Rent charges per day/cylinder

Note:

- a) **Note: The "Loading" as above shall be applicable on the 'FOB' price quoted by foreign bidder and 'Ex-Works' price quoted by domestic bidder.**
- b) For domestic bidders, the "Rent Free Period (RFP)" of each Container (cylinder) shall be the difference between the date of LR of filled Container (cylinder) upto date of intimation to SELLER that Container (cylinder) has got empty and are to be taken back'. In case, bidder offers a different basis of RFP, the equivalent RFP shall be

modified/adjusted based on the above calculation.

23. RETURN OF EMPTY CONTAINER(CYLINDER) :

The return of empty Container (Cylinder) is in the scope of supplier as under:

For Indigenous bidder: After receiving the intimation of readiness of empty Container (Cylinder) from BCPL, supplier shall arrange the necessary arrangement for lifting the empty Container (Cylinder) from BCPL, Lepetkata to their site. Therefore, quoted price should include the return freight & insurance for empty Container (Cylinder) from BCPL, Lepetkata to supplier works.

Contact Details of the Licensor: (LLDPE)

John Boertjes

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Email : MEndres@cbi.com
Address : Lummus Novolen Technology GmbH
Gottlieb-Daimler-Str. 8
68165 Mannheim
Germany

❖ Tender is uploaded on website for information to the Licensor's approved vendors only.

CHECKLIST (FOR POLYETHYLENE PRODUCTION)

Sl no	Particulars	To be filled Vendors Only
1	Name	
2	CAS No:	
3	Technical Data Sheet	
4	MSDS	
5	Quantity offered	
6	Packing	
7	Delivery schedule	
8	Shelf Life	
9	Guarantee / Warrantee	
10	Rent free period for Container(Cylinder)	

CHECKLIST (FOR POLYPROPYLENE PRODUCTION)

Sl no	Particulars	To be filled Vendors Only
1	Name	
2	CAS No:	
3	Technical Data Sheet	
4	MSDS	
5	Quantity offered	
6	Packing	
7	Delivery schedule	
8	Shelf Life	
9	Guarantee / Warrantee	
10	Rent free period for Container(Cylinder)	

Tender Document No : BCPL/C&P/LE21S039BB/04073

Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR
LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

UNPRICED BID

(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)**



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

IMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम/((A Government of India Enterprise))

SCHEDULE OF RATES (SOR) -UN-PRICED BID (Indian Bidder)

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

SCHEDULE OF RATES (SOR) -PRICED BID –INDIAN BIDDER

TENDER NO: BCPL/C&P/LE21S039BB/04073

PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA.

Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Per Unit Price per KG Ex-works [including packing and forwarding charges]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (G) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (✓) on the applicable one above. Applicable on (G+J) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lepetkata Basis (O=G+J+L)	Total FOT site BCPL Lepetkata Basis Amount P=(O*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	P
1	5308020013	Line Item 1. TEAL (CAS NO. 97-93-8) (HDPE/LLDPE) for Polyethylene production)		Kg	60500										
2	5308020063	Line Item 2:TEAL (CAS NO. 97-93-8) (PPU) for Polypropylene production		Kg	15600										
	Container (Cylinder) Rent / per day , per Container (cylinder) {Applicable beyond rent free period}					No of Container (Cylinder)		No of days				Total rent (Beyond rent free period)			
	For Line Item 1. TEAL (HDPE/LLDPE) for Polyethylene production														
	For Line Item 2: TEAL (PPU) for Polypropylene production														
								60 days (Estimated for evaluation, payment shall be made at actual basis)							
TOTAL AMOUNT (AFTER SUMMING UP COLUMN “P”)															

Note:

- In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule above.
- In case any unregistered bidder is submitting their bid, their 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.
- In case any cess on GST is applicable, same shall also be considered in evaluation.

Tender Document No : BCPL/C&P/LE21S039BB/04073
Tender for : PROCUREMENT OF 76100 KG TRI-ETHYL-ALUMINUM (TEAL) (CAS NO. 97-93-8) FOR LLDPE/HDPE & PP UNIT, BCPL, LEPETKATA

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:

FOLDER-II (FINANCE/ PRICE BID)

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