



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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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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

ई-निविदा संख्या / e-TENDER NO.:

BCPL/C&P/LE21S137BB/04205

(Tender to be submitted in **e-MODE** only)

दिनांक / DATE - 13.07.2021

ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT

FOR

**PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PP
UNIT OF BCPL, LEPETKATA.**

प्री-बिड मीटिंग की तिथि व समय / Pre-Bid Meeting Date & Time	:	23.07.2021 at 15:00 Hrs
निविदा जमा करने की तिथि व समय / Tender Submission Date & Time	:	02.08.2021 at 14:30 Hrs
निविदा खोलने की तिथि व समय / Tender Opening Date & Time	:	03.08.2021 at 15:00 Hrs
निविदा शुल्क / Tender Fee	:	NOT APPLICABLE
ईएमडी मूल्य / EMD Amount*	:	NOT APPLICABLE However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.



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महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LE21S137BB/04205 FOR "
PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

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



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SL. NO.	QUESTIONS	ANSWER
8.	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum/Udyam Registration Certificate are also eligible for availing the benefits under the Public Procurement Policy". <u>However, MSE being registered as Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.</u> (ii) There is no exemption in submission of SD (Security Deposit).
9.	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10.	Whether Late bid can be considered?	No
11.	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc. (if any) pertaining to that particular tender.
12.	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.



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SL. NO.	QUESTIONS	ANSWER
13.	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14.	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15.	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16.	Whether BEC can be modified after opening of Bids?	Amendment/modification/relaxation of BEC is not permitted after opening of the bids.
17.	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18.	Which Operating System, bidder to opt for uploading of E-bid in e-TENDER portal of BCPL?	Bidder must possess a PC / Laptop with Windows-7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-TENDER portal

PS: The following documents in addition to uploading in the bid on BCPL's e-TENDERING website shall also be submitted in Original (in physical form) within 07(Seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-TENDER by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- Demand Draft towards Tender Fee (Not applicable in this tender)**
- EMD / Bid Security: (Not applicable in this tender)**
- Micro or Small Enterprises (MSE) Certificate / Entrepreneurs Memorandum-II (EM-II) as deliberated in ITB Clause No. 40 towards Exemption to MSEs from payment of EMD (Applicable in this tender)**
- Power of Attorney**



विषय – सूची

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भाग – I

SECTION – I

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



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION - I

INVITATION FOR BID [IFB]

To,

DATED: 13.07.2021

PROSPECTIVE BIDDERS

SUB:" PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	CONTRACT PERIOD	The contract period shall be of one (01) year from the date of issue of PO/LOI.
	DELIVERY SCHEDULE	The entire quantity of material shall be supplied in single lot within 30 days from the date of intimation of BCPL. However, such intimation shall be given within a period of One (01) year . Date of receipt of material at BCPL Lepetkata site shall be considered as date of delivery. However, if there is any change in the delivery schedule, 07 days advance intimation will be given.
II	TENDER FEE	: Not Applicable.
III	EARNEST MONEY DEPOSIT (EMD)	: Not Applicable. However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1.
IV	BID DUE DATE & TIME	: 02.08.2021 up to 14:30 Hrs.
V	OPENING OF UNPRICED BID	: 03.08.2021 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	: 90 days from the date of opening of Technical bid(Un-priced bid).
VII	VENUE FOR OPENING OF UNPRICED BIDS	: Brahma Putra 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.
VIII	MODE OF TENDERING	: Limited Domestic Competitive e-Bidding (Under Two Bid System Basis) through e-TENDERING. Tender is uploaded at BCPL's e-TENDER portal: :



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		https://etenders.gov.in/eprocure/app and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). Website: GAIL's Website: https://www.gailtenders.in BCPL's Website: https://www.bcpltenders.in Govt. Website: https://etenders.gov.in/eprocure/app
IX	DATE AND TIME OF PRE-BID CONFERENCE VENUE	23.07.2021 at 15:00 hrs. Brahma Putra Cracker & Polymer Limited, C&P Department, Administrative Building, P.O: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 9954195756 OR Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 23.07.2021 at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail.

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

ई-निविदा के प्रमुख नियम और शर्तें MAJOR TERMS AND CONDITIONS OF TENDER		
I	DELIVERY SCHEDULE / COMPLETION PERIOD	The contract period shall be of one (01) year from the date of issue of PO/LOI. The entire quantity of material shall be supplied in single lot within 30 days from the date of intimation of BCPL. However, such intimation shall be given within a period of One (01) year . Date of receipt of material at BCPL Lepetkata site shall be considered as date of delivery. However, if there is any change in the delivery schedule, 07 days advance intimation will be given.
II	VALIDITY OF OFFER	The period of validity of the quotations should not be less than 90 days from the date of opening of Technical bid (Un-priced bid) . Quotations with less validity are likely to be ignored.
III	PAYMENT TERMS	100 % payment along with taxes and duties within 15(Fifteen) days of RECEIPT AND ACCEPTANCE of materials at site.
IV	LOADING	: Not Applicable in this Tender.
V	TRANSIT INSURANCE	: Transit Insurance is in the scope of BCPL .
VI	SECURITY DEPOSIT	: The contract performance security shall be 3% of annualized Basic Contract Value (without GST)



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ई-निविदा के प्रमुख नियम और शर्तें MAJOR TERMS AND CONDITIONS OF TENDER		
		therein) towards faithful performance of the contractual obligations and must be valid for 03(Three) months beyond the contract period.
VII	GUARANTEE/ WARRANTY :	As per Technical Specifications Clause/Point No.- 28 of Section-V of the tender document.
VIII	PRICE BASIS :	FOT BCPL LEPETKATA BASIS inclusive of all taxes and duties and freight.
IX	REPEAT ORDER CLAUSE :	As per General Conditions of Contract Clause No.- 40 .
X	AWARD CRITERIA :	The OWNER will award the contract to the successful bidder whose bid has been determined to be the item wise lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
XI	METHODOLOGY FOR EVALUATION OF BID :	Please refer SECTION-II .
XII	ORDER OF PRECEDENCE :	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts (Goods)

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

DEPUTY GENERAL MANAGER (C&P)

Administrative Building
Brahmaputra Cracker and Polymer Limited
P.O.: Lepetkata,
District – Dibrugarh, Assam, India
PIN – 786006

Phone No.: +91 373-2914636; Mobile No.: 9954195756

EARNEST MONEY DEPOSIT (EMD) / BID BOND / BID SECURITY: Not applicable
DOCUMENTS AGAINST BEC:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

The following documents in addition to uploading in the bid on BCPL's e-tendering website shall also be submitted in Original (in physical form) within 07(seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-TENDER by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- 1) **Demand Draft towards Tender fee (Not applicable for this tender)**
- 2) **EMD / Bid Security: (Not applicable for this tender)**
- 3) **Micro or Small Enterprises (MSE) Certificate / Entrepreneurs Memorandum-II (EM-II) as deliberated in ITB Clause No. 40 towards Exemption to MSEs from payment of EMD (Applicable in this tender)**
- 4) **Power of Attorney**

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://bcpltenders.in> or <https://etenders.gov.in/eprocure/app>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 9.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.



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

PRE-BID MEETING:

A Pre-Bid conference (PBC) is scheduled on **23.07.2021 at 03:00 PM** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636, to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact Manager(C&P), Phone No.: 0373 2914636, Extn: 1386, 1705; Mobile No. 9954195756; E-mail ID: 'bhaskar.barman@bcplindia.co.in'.

- The Bidder(s) or his official representatives, **who have already submitted bid document fee (NOT REQUIRED)**, are invited to attend a pre-bid meeting on date, time and venue specified above.
- The bidder is requested to submit their queries / clarifications in the format **(F-17)** through e-mail / fax / courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-TENDER) shall only be considered.

Immediately upon receipt of tender information, interested bidder must submit **F-11 "Acknowledgement Cum Consent Letter"** duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format **F-11 "Acknowledgement Cum Consent Letter"** attached in the tender failing that BCPL may not issue any tender to such bidder in future.

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

This is not an ORDER.

For & on behalf of

BRAHMAPUTRA CRACKER & POLYMER LIMITED

[B J BARMAN]

Manager [C&P]

Ph: +91-0373-2914636

Mobile No.: 9954195756

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



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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

Not applicable in thin tender

2.0 Methodology for evaluation of Bids:

2.1 **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.



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- (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.*

2.1.2 *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].

2.1.3 *In case of a tie at the lowest bid (L1) position between two or more Startup / non-Startup bidders, then purchase order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2020-2021**.*

2.1.4 *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).*

2.1.5 *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: *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**.*

2.2 **PPP Policy 2012:**

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



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- 2.3 **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.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES / DOCUMENTS / INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [III] ONLY DOCUMENTS (PURCHASE ORDER/CONTRACT, PROOF OF ITS SUPPLY / EXECUTION ETC.) WHICH HAVE BEEN REFERRED / SPECIFIED IN / UPLOADED ALONG WITH THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

.....



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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. Brahma Putra 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



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

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

For and on behalf of
(Bidder)

M/s.

Witness:

- 1)
- 2)

For and on behalf of
(Supporting Company)

M/s.

Witness:

- 1)
- 2)



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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 Brahma Putra 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 BCPL has invited tender number for on, and the bidder has submitted it 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.....:



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



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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 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

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LE21S137BB/04205 PROCUREMENT OF 420 KG CARBON DIOXIDE FOR
PPUNIT OF BCPL,, LEPETKATA.



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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.



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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 BCPL having agreed that the 'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above,

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

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,



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contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

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

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

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

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

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

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



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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. :

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) और प्रारूप
(बोली-प्रक्रिया डेटा पत्रक (बीडीएस) के साथ पढ़ा
जाए)**

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



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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**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

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

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause No. 39 of ITB.



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- 2.3 Bidder shall not be affiliated with a firm or entity:
- That has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - 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 clearly defining the scope and responsibility of



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- each member. Members of consortium/ JV shall assume responsibility jointly & severally. The 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 (on a non-judicial stamp paper of appropriate value) as per clause no. 2.6 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 BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. 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' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at sl. no. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections /Parts / Groups / SOR items basis.



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5 COST OF BIDDING & TENDER FEE:

5.1 COST OF BIDDING:

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

5.2 TENDER FEE: NOT APPLICABLE IN THIS TENDER

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**].

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 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. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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

[B] – TENDER DOCUMENT



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7 CONTENTS OF TENDER DOCUMENT:

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

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Technical Specifications [TS]
- Section-VI : Price Schedule / Schedule of Rates [SOR]

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

8 CLARIFICATION OF TENDER DOCUMENT:

8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify BCPL in writing or by fax or email in the format "F-17" at BCPL's mailing address indicated in the IFB/BDS no later than 02(two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not 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 Websites as mentioned at clause no. 2.0 (H) of IFB / communicated to prospective bidders by e-mail / fax.

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT:

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

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.



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- 9.3 The Purchaser, 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 addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID:

- 11.1 In case the bids are invited under the Manual Two Bid System, the Bid prepared by the Bidder shall comprise of the following components sealed in 2 different envelopes:

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

Part-I of the Bid shall be submitted in Envelope - I and shall contain the following:

- (a) 'Covering Letter' on Bidder's 'LETTER HEAD' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document
- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday/Banning, in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) Original Tender Fee (in case of manual tendering)/Copy of Tender Fee (in case of e-TENDER), as applicable



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- (l) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (m) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2.6 of ITB.
- (o) Any other information/details required as per Tender Document.
- (p) EMD in original (in case of manual tendering) / copy of EMD (in case of e-TENDER), as per Clause 16 of ITB.
- (q) All other forms and Formats including Annexures.
- (r) Integrity Pact as per Form F-20 (Not applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
- (t) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-TENDER) by the Authorized Signatory holding POA.
- (u) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Note: In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder holding POA.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall be submitted in Envelope –II and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

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



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Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case the bids are invited under e-tendering system, Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-IV, Ready Reckoner for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on BCPL's E-Portal as follows:-

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Tender Fee (wherever applicable), Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.

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

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

11.2.2 **PART-II: PRICE BID:**

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

11.3 In case of bids invited under Single Bid System (clause no. 2.0 (C) of IFB refers), a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.

12 **BID PRICES:**

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



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- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation** (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.
- The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.
- Also, BCPL reserves the right to transport the material with it's own transporter.
- E) Charges for incidental services and **GST (CGST & SGST/UTGST or IGST) on these services** as per the Price Schedule/ Schedule of Rates.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.5 The delivery basis of the goods is mentioned in BDS. The date of LR/GR shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.



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12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

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

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

13 **TAXES & DUTIES:**

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

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

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

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

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory



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variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

- 13.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.
- 13.7 The supplier shall mention the particulars of Brahma Putra Cracker and Polymer Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency / State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.9 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, 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.



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13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by BCPL.

13.11 Anti-profiteering clause:

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

13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

13.13 **Freight (inclusive of loading, unloading and GST) for delivery of the goods** to its final destination shall be quoted by the bidders. In case bidder is not indicating freight charges, or mentions “inclusive /0.00 / Nil / ---” in the column for freight charges of SOR. Accordingly, it will be considered that freight charges are inclusive in bidder’s quoted prices up to BCPL site. Bidders to note that the materials (if ordered against this Bidding Document) are required to be dispatched on door delivery basis through a reliable (bank approved) registered Common Carrier [Road Transport Company] complying to Section 3 of the ‘Carriage by Road Act 2007’.

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

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

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

➤ In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.



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

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

14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

15 **BID VALIDITY:**

- 15.1 Bid shall be kept valid for period of 90(Ninety) days 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): (not applicable)**

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

- 16.1 Bids must be accompanied with 'Earnest Money / Bid Security' through SBI MOPS or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

Bidders willing to submit EMD ONLINE through SBI MOPS provided in the portal ([https:// etenders.gov.in](https://etenders.gov.in)) may refer User manual for submission of online EMD enclosed separately with this tender for process to submit ONLINE EMD.

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

Bidders willing to submit EMD in the form of Bank Guarantee(BG) can also transmit BG through SFMS to BCPL's banker with bankers details as mentioned below:

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

Name of Bank: ICICI Bank



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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:

<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
7037	BCPL566911048

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

- 16.2 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. 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 ₹ 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 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:
- If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:



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- (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”
- (iii) 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-17”, as mentioned at clause no. 8.0 of ITB.

17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of BCPL, Govt. and BCPL’s e-Portal (in case of e-tendering) and not through the minutes of the Pre-Bid Meeting.

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

18 **FORMAT AND SIGNING OF BID:**

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

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



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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:

- (a) Firm Price
- (b) Earnest Money Deposit (not applicable)
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis (*as applicable in this tender*)
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (h) Contract Performance Security / Security Deposit
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated 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.



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[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID:

- 21.1 In case of e-TENDER, Bid shall be submitted through e-TENDER mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE / RETAINER/ ASSOCIATE etc. on behalf of a Bidder / Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID:

- 22.1 In case of e-TENDER, the Bid must be uploaded on BCPL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.
- 22.2 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 BCPL and Govt. and BCPL's e-Portal (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID:

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
- 23.2 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.



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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 super scribing 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.



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26 **BID OPENING**

26.1 **Un priced Bid Opening:**

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

26.2 **Priced Bid Opening:**

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

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

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

27 **CONFIDENTIALITY:**

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

28 **CONTACTING THE PURCHASER:**

28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

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:**



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- 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 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:



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- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.
- 31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**
- Not Applicable. All bids submitted must be in the currency specified at clause No. 14 of ITB.
- 32 EVALUATION AND COMPARISON OF BIDS:**
- Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).
- In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order / LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.
- In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order / LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.
- 33 QUANTITY VARIATION:**
- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.
- 34 PURCHASE PREFERENCE:**
- Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.



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[F] – 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 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



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37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law / act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard. **It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.**

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

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) for an amount equivalent to **3% of the basic value of contract**. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit in the format provided in the bidding documents and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST). Bidders willing to submit Contract Performance Security/Security Deposit in the form of Bank Guarantee(BG) can also transmit BG through **SFMS** to BCPL's banker with bankers details as mentioned below:

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:

<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
7037	BCPL566911048

38.2 The CPS shall be for an amount equivalent to **3% of the basic value of contract** towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** 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



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must be a commercial bank having net worth in excess of ₹ 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. 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 (www.bcplonline.co.in).

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

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

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

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

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.



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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.



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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 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 **31.12.2021**. 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.



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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.

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

41 PACKING INSTRUCTIONS:

41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.

41.2 Fragile articles should have special packing materials depending on type of materials.

41.3 All soft and delicate surfaces on equipment / material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All



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mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.

- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs.

Gross Wt..... Kgs.

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

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

Seller's Name.....

- 41.8 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:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - 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.



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

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

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding ₹ 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. **SAMADHAN COMMITTEE FOR DISPUTE RESOLUTION**

BCPL has developed Samadhan Committee for timely addressing the issues of Vendor / Supplier / Contractor / Consultant.

Accordingly the methodology to resolution of issue(s) of Vendor / Supplier / Contractor / Consultant shall be as under:

- (i) Any issue should be first referred to EIC (for LOA / contracts) / Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to "SAMADHAN COMMITTEE". The same will be



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addressed by Samadhan Committee within 15days from the date of issue raised.

- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) After closure of contract(s), any issue to be raised within one (1) month from the closure date of contract(s)

46 **DISPUTE RESOLUTION:**

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

- 46.1 Brahmaputra Cracker and Polymer Limited 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's web site www.bcplonline.co.in for reference. Unless otherwise specified, the matters where decision of the BCPL is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 46.2 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.
- 46.3 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.
- 46.4 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.
- 46.5 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.
- 46.6 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 Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It



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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.

46.7 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.

46.8 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.

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 **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

49 **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.”

50 **AHR ITEMS- NOT APPLICABLE FOR THIS TENDER.**

51 **INCOME TAX & CORPORATE TAX:**

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

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

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



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52 **BILLING SYSTEM:**

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: ₹ Indenting Dept.

Job/Supply of

(b) Address:

To,

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

53 **TRANSPARENCY:**

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

54 **SALE OF BID DOCUMENTS:**

Tender document will be sold on receipt of application. No tender document will, however, be sold / issued to the bidders who are on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

55 **SUBLETTING & ASSIGNMENT:**

55.1 The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or



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benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

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

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

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

57 FRAUD PREVENTION POLICY

- (i) The Fraud Prevention Policy document is available on BCPL's website (www.bcplonline.co.in)
- (ii) Name and contact details of nodal officer are as under:
Shri Pranjal Kr. Phukan
Mobile No.: 7896033897
Email: pranjalk.phukan@bcplindia.co.in

Bidder may refer to website for the updated details of corporate nodal officer.

- 58. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
- 59. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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Annexure-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.



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(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:



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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



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

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

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



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- 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.

E. Appeal against the Decision of the Competent Authority:

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

Annexure-II

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



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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 ₹ 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**



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- i) Evaluation of performance of Vendor / Supplier / Contractor / Consultant 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**

Nonperformance 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**”:



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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 Vendor / Supplier / Contractor / Consultant 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**
- (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**



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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 Vendor / Supplier / Contractor / Consultant:

- i) Orders / Contracts below the value of ₹ 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 nonperformance 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



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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).



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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.

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Annexure-1

BRAHMAPUTRA CRACKER AND POLYMER LIMITED PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-2

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

1.2 QUALITY PERFORMANCE **40 Marks**

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

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



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-III

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



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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.



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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) [Not applicable in this tender]

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.



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- 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



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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'.



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- 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.



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***** 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



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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



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

8.1.1 At bidding stage:

a) Price Break-up:

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

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

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

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



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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



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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:



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- 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%)



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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%)

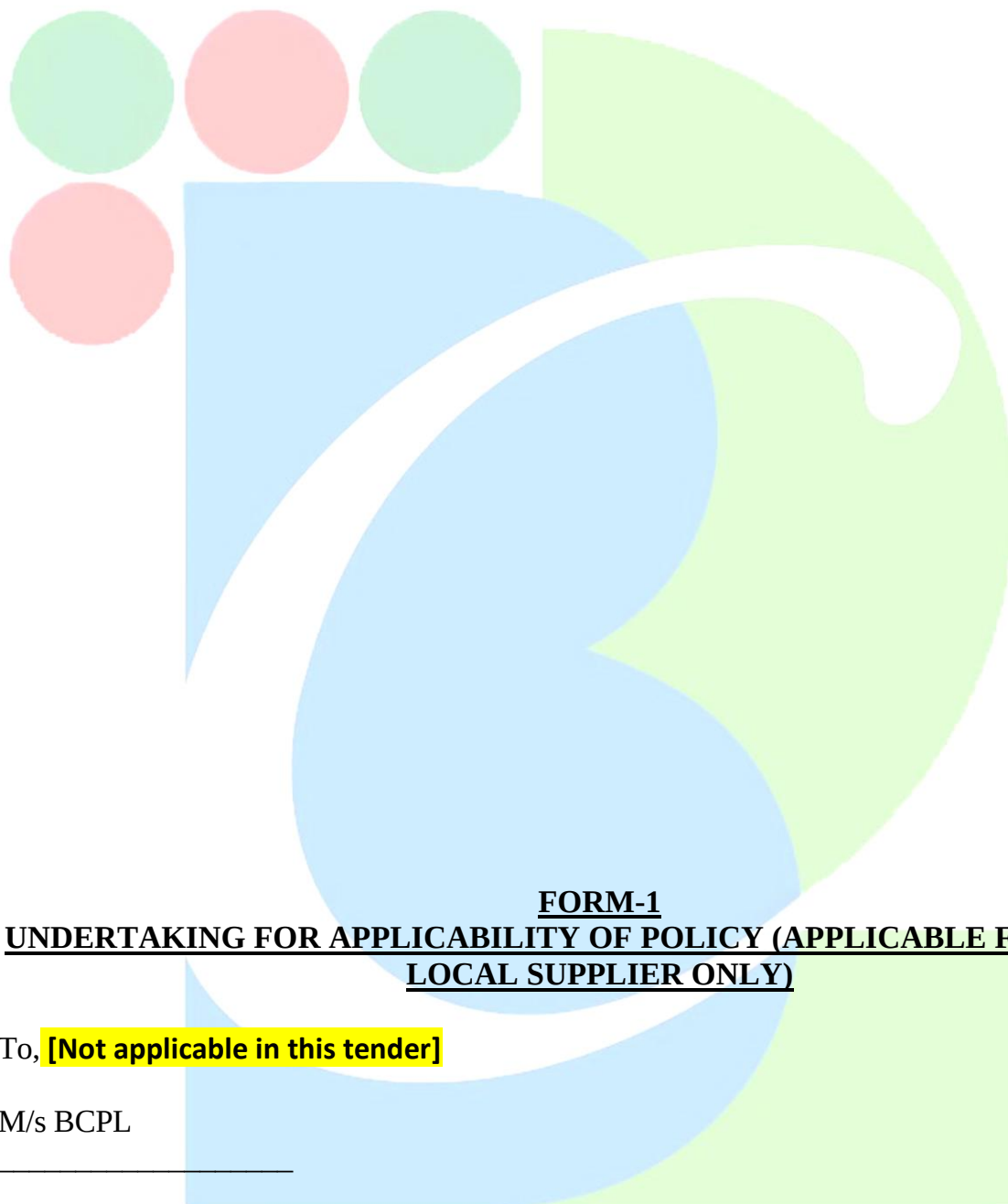
MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. 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.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
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(भारत सरकार का उपक्रम) / (A Government of India Enterprise)



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

To, **[Not applicable in this tender]**

M/s BCPL

SUB:
TENDER NO:

Dear Sir



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

Note:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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FORM-2

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

To, **[Not applicable in this tender]**

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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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, **[Not applicable in this tender]**

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:



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





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FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

[Not applicable in this tender]

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:

Date:

[Signature of Authorized Signatory of Manufacturer]

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



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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**

[Not applicable in this tender]

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

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



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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>

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ANNEXURE-V

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB Clause	Description				
1.2	The Invitation for Bids / e-TENDER No. is : e-TENDER No.: BCPL/C&P/LE21S137BB/04205				
1.1	The Employer/Owner is: M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED				
2.1	Name of the Supply: "PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.				
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB Clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. 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. Mobile No.: 8811047616; E-mail: bhaskar.barman@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB Clause	Description				



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11.1.1	The Bidder shall submit with its Techno-commercial / Unpriced bid the following additional documents (SCC Refers): <u>Refer SCC</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB Clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The e-TENDER No. of this bidding process is: BCPL/C&P/LE21S137BB/04205
22.3	For bid submission purposes only, the Owner'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; Mobile No.: 8811047616; E-mail: 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. 0373-2914636; Mobile No.: 8811047616; E-mail: bhaskar.barman@bcplindia.co.in
E. EVALUATION, AND COMPARISON OF BIDS	
ITB Clause	Description
32	Evaluation Methodology is mentioned in Section-II.



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33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
F. AWARD OF CONTRACT					
ITB Clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security / Security Deposit <table><tr><td>APPLICABLE</td><td> YES </td></tr><tr><td>NOT APPLICABLE</td><td> NO </td></tr></table> Applicable: As specified in clause No. 38 of Section-III of tender document.	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
40	Public Procurement Policy for MSEs : <table><tr><td>APPLICABLE</td><td> YES </td></tr><tr><td>NOT APPLICABLE</td><td> NO </td></tr></table> The tender is Non-splitable.	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
41	Provision of AHR Item : <table><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
Clause No. 27.3 of GCC	Bonus for Early Completion: <table><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				



फॉर्म और प्रारूप **FORMS & FORMATS**



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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LIST OF FORMS & FORMAT

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



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E-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
23	Mandatory declaration of UAM number by MSE bidders on CPPP w.e.f. 1 st April' 2018, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012".	
24.	Type of Entity Mark (✓) on the applicable one.	Corporate / Non-Corporate (As per CGST / SGST / UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
25.	Whether Bidder is Startups or not? Mark (✓) on the applicable one.	Yes / No (If Yes, Bidder to submit requisite documents as specified in BEC Clause No. 1.1.4 in accordance with 1.3)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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 90(Ninety) days from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:"PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

Dear Sir,

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

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document (s) submitted by the Bidder	File Name (in case e-TENDER) and Total number of Pages
1.	Section III, 5.2 (if applicable), 11.1.1,	Tender Fee		
2.	Section III, 11.1.1 & 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 ₹ 100 Crores		
4.	Section III, 11.1.1	Power of Attorney		
5.	Section III, 11.1.1	Integrity Pact		
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 (as applicable), 11.1.1	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	Covering Letter		
12.	Section III, 11.1.1	Copy of Price Schedule/ Schedule of Rate (SOR) with		



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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
		prices blanked out but mentioning "Quoted" / "Not Quoted"		
13.	Section III, 11.1.1	List of consortium / JV member(s), and Consortium Agreement		
14.	Section III, 11.1.1	Complete Tender Document, its Corrigendum / Amendment / Clarification(s)		
15.	Section III, 11.1.1	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	Documentary evidence that the Bidder is a Micro or Small Enterprises		
18.	Section III, 40.3	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:



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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:"PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. 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 ₹ 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

.....



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F-5 (A)

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:

Date:

[Signature of Authorized Signatory of Bidder]

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.



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POWER OF ATTORNEY

F-5 (B)

(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 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

"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:



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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:



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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-9

**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 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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 Hotel Brahmaputra Ashok, M.G.Road, 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 ₹ _____ (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



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conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of ₹ _____ (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



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the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

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.

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 ₹ 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 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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)	
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	



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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	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
12.	Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids .	



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13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	EMD Not applicable in this tender
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	



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	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 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 tendered item (b) If the bidder is NOT a MANUFACTURER of tendered item , 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.	



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	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 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.	



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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 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) and <u>notary public</u> with legible stamp.</i>	
35.1	Confirm that you have not been banned or de-listed or Blacklisted 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.	
36	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.	
37	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.	
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 fraudulent activities in connection with the business	



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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	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	Cylinder rent	
37.1	Rent free period offered by bidder (No. of days): [180 days as per tender]	
37.2	Rate of rental charges i.e. rent per day per cylinder, beyond the Rent Free Period (RFP) , has been mentioned in the price bid	
38	Name & contact details of authorized person for signing the bid.	

Place:
Date:

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



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB:"PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:



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BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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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 along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed		



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Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
	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.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
8.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		

Place:
Date:

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



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

(To be provided on Bank's letter head)

Date:

To,

M/s. 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 E-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 ₹ _____

It is also confirmed that the net worth of the Bank is more than ₹ 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 :



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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions on 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.:



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Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **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.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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 : _____



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E-BANKING MANDATE FORM

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

1. Vendor / customer Name :
2. Vendor / customer Code :
3. Vendor / customer Address :
4. Vendor / customer e-mail id :
5. Particulars of bank account :
 - a) Name of Bank :
 - b) Name of branch :
 - c) Branch code :
 - d) Address :
 - e) Telephone number :
 - f) Type of account (current/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)



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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 Document 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 order value. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price". 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 or Udyog Aadhar Memorandum or Udyam Registration Certificate.
 - b) 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



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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

c) 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.

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

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.

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

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

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

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



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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 - ₹ _____ (Lakhs).

The above Investment of ₹ _____ Lacs is within permissible limit of ₹ _____ 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 **CA's LETTER HEAD**, filled, signed and stamped by 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.*



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**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 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Name of Bidder

Seal:



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Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB:" PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL,
LEPETKATA.**

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:

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

(Bidder is to tick appropriate option (✓ 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

Dear Sir

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

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

(Bidder is to tick appropriate option (✓ 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:



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Annexure-1

DECLARATION FOR BID SECURITY

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

e-TENDER No.: BCPL/C&P/LE21S137BB/04205

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:



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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:

- All documents [to be submitted] are required to be Self-certified / Self-attested and in accordance to the BEC Clause No. 1.1.2, 1.1.3 & 1.3.
- If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then Sl No. A to be filled in.
- 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, up to 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 ₹)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc.	
B	2nd Order/ LOI/Contract		
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 ₹)	:
B5		Period of Contract/ Order	:
B6		Completion /Execution Certificate (as applicable) to contain the following:	



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		i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. 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 ₹)	:	
C5		Period of Contract/ Order	:	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. 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: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		



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THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC **(as applicable)**

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

NB:

- Format-15** (to be submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- 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.
- 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	



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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	



भाग – IV
SECTION – IV

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

Dear Sir,

In reference to the e-TENDER Number: **BCPL/C&P/LE21S137BB/04205** dated **13.07.2021**, 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.

General Conditions of Contract - Goods:

https://bcplonline.co.in/UploadFiles/GCC_Goods.pdf

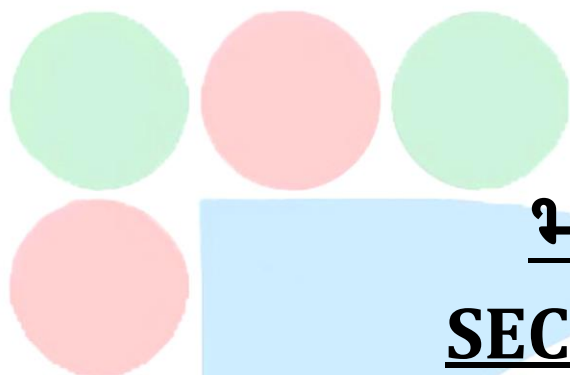
Thanking you,

(Sign of the Authorized Signatory with the Company / Firm seal)

Name:

Designation:

Company Seal:



भाग - V
SECTION - V

**TECHNICAL SPECIFICATIONS (TS) & SPECIAL
CONDITION OF CONTRACT [SCC]**



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SPECIAL CONDITION OF CONTRACT (SCC)

1.0 SCOPE

- 1.1 The vendor shall supply CO2 CYLINDERS WITH ACCESSORIES i.e. Isolation valve for safe, efficient & satisfactory operation at site.
- 1.2 Carbon Di Oxide - CO2 is required for PP unit licensed by M/s CB&I Novolen Technology GmbH, Germany (Formerly M/s Novolen Technology GmbH, Germany) for killing Reaction and to deactivate TEAL traces in Bag filters / Guard filters / Degassing unit.

2.0 SCOPE OF SUPPLY:

- 2.1 14 Nos. cylinders (30 KG in each cylinder) with isolation valves shall be supplied on rental basis in single lot.
- 2.2 Vendor shall furnish following information / documents after order:
- Dimensional drawing for Cylinder, isolation valves,
 - Gross weight of the Cylinder
 - Manufacturer's Test Certificates for all components.
 - Vendor has to ensure that cylinder should be connected with swagelok type nut and ferrule with ¼ " OD tube connected to pressure regulator .
- 2.3 Rental free period for cylinders shall be of 180 days. Beyond 180 days the rental charges please be quoted in SOR.

3.0 SPECIFICATION OF CARBON DI OXIDE

Gas Content	: Approx. 30 Kg per Cylinder
Pressure	: 60 Kg/cm²
Purity	: >99%
Application	: Required for killing Reaction and to deactivate TEAL traces in Bag filters / Guard filters / Degassing unit.

4.1 TECHNICAL REQUIREMENTS

4.2 All the standard safety norms and other statutory regulations prevailing in India pertaining to these high-pressure seamless CO2 cylinders as per **IS: 7285** latest revision and Gas Cylinder rules 2004 shall be followed. The Cylinder shall be fitted with neck ring as per **IS 3224** and painted as per Gas Cylinder rules 2004. The material of Construction of Regulators and Isolation valve shall be **Brass or SS**.

5.0 DELIVERY SCHEDULE:



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

6.0 RENT FREE PERIOD (RFP) FOR CYLINDER: RFP of minimum 180 days

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

TERMS OFFERED BY THE BIDDER

PRICE LOADING

(i) When agreed for RFP of 180 days

No Loading

(ii) When agreed for RFP for 'R' days,
where 'R' is less than 180 days

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

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 Cylinder rent shall be done.

7.0 QUANTITY VARIATION:

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

8.0 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 material is liable to be rejected.

9.0 DOCUMENTS REQUIRED

Technical offer of the bidder should contain the following documents:

- 9.1 Product datasheet of Carbon Di-Oxide.
- 9.2 Material safety data sheet (MSDS).
- 9.3 Storage instruction and safe handling procedure
- 9.4 Reference list of users and Names of contact persons

10.0 GUARANTEE / WARRANTY & REPLACEMENT



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- 10.1** 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.
- 10.2** If at any point of time, material supplied is not found suitable for use or are found to be of inferior quality, the material shall be taken back by SELLER at its own cost and material to be replaced immediately.

11.0 INSPECTION / CERTIFICATE OF ANALYSIS:

- 11.1** The supplied Carbon Di Oxide cylinder shall be supported by test certificate of analysis of Carbon Di Oxide for purity as per the specifications issued by any Govt. Recognized / Reputed laboratory / tested by own laboratory & certified by Quality In charge. The consignment without the proper test certificate will not be accepted. Certificate of Analysis (COA) should be in line with BCPL's required specification.
- 11.2** Cylinders shall be tested and stamped as per **IS 7285 code** and certified by **Chief Controller of explosives**. Certificates shall be furnished along with the cylinders.

12.0 PAINTING

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

13.0 PACKING INSTRUCTION:

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

14. CONTRACT PERIOD:

The contract period shall be of **one (01) year** from the date of issue of PO/LOI.

15. TRANSPORTATION:

Transportation up to LEPETKATA shall be in scope of SELLER.

16. 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



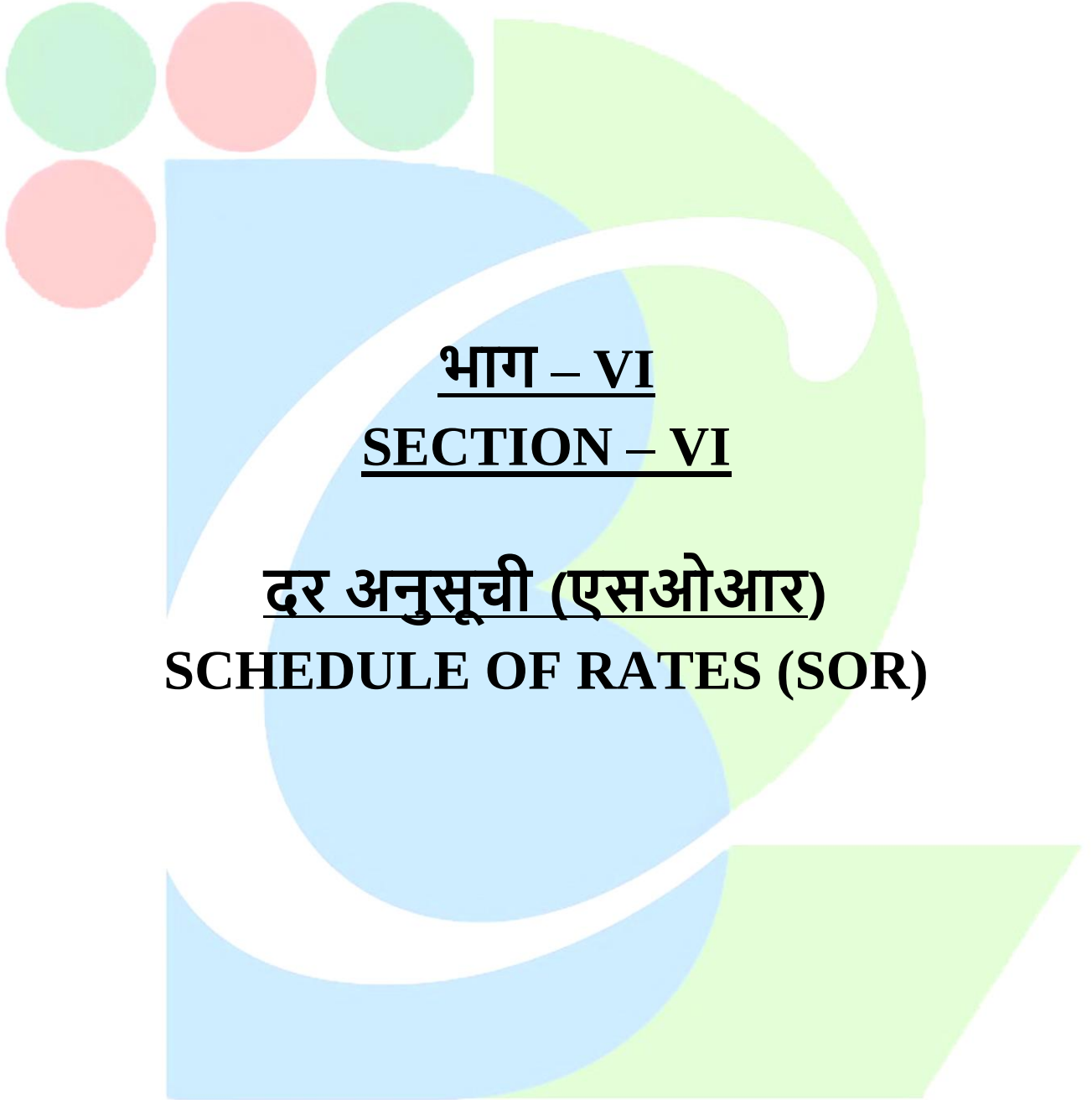
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deductions on account of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

GST shall be applicable on PRS amount

17. PAYMENT TERM:

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



भाग – VI
SECTION – VI
दर अनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SCHEDULE OF RATES (SOR) -UN-PRICED BID

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

TENDER NO: **BCPL/C&P/LE21S137BB/04205**

PROCUREMENT OF 420 KG CARBON DIOXIDE FOR PPUNIT OF BCPL, LEPETKATA.

Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	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 (N) on the applicable one above. Applicable on (G+J) only		Per Unit Price FOT Site BCPL Lepetkata Basis (Including GST) (M=G+J+L)	Total FOT site BCPL Lepetkata Basis Amount (Including GST) N=(M*F)
						(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	5308090013	CARBON DIOXIDE [As per specification mentioned in tender]		Kg	420	Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)							
2	Cylinder Rent / per day , per cylinder {Applicable beyond rent free period of 180 days}		NO. OF CYLINDERS (P)			NO. OF DAYS 60 days (Estimated for evaluation, payment shall be made at actual basis) (Q)		RATE / DAY / CYLINDER {Applicable beyond rent free period of 180 days} (R)		TOTAL AMOUNT , S=P X Q X R			
			14 nos.			60							
TOTAL AMOUNT (AFTER SUMMING UP COLUMN “P”) IN FIGURE:													
TOTAL AMOUNT (AFTER SUMMING UP COLUMN “P”) IN WORDS:													



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Note:

1. 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.
2. 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.
3. In case any cess on GST is applicable, same shall also be considered in evaluation.

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



SCHEDULE OF RATES [PRICED SOR]

(PLEASE GO TO OUR **e-TENDER PORTAL**:
<https://etenders.gov.in/eprocure/app>, SOR TO BE QUOTED
UNDER **e-MODE** ONLY IN THE PROVIDED **BOQ**)