



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

पिनकोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदासंख्या/ E-TENDER

NO:BCPL/C&P/153PS025OR/07488

(e-Tender id no.: 2025_BCPL_255358_1)

निविदादस्तावेज़ /TENDER DOCUMENT

FOR

PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	28.11.2025 at 14:30Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	29.11.2025 at 15:00 Hrs
पूर्व बोली बैठक की तिथि व समय Pre-Bid Meeting Date & Time	:	17.11.2025 at 15:00 Hrs

ईएमडी मूल्य / EMD Amount	:	Not applicable
निविदा शुल्क/Tender Fee	:	Not applicable



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

विषय – सूची
TABLE OF CONTENTS

भाग- I SECTION – I	बोलीहेतुआमंत्रण(आईएफबी) INVITATION FOR BIDS (IFB)
भाग- II SECTION – II	बोलीमूल्यांकनमानदंड(बीईसी)औरमूल्यबोलीमूल्यांकनकार्यप्रणाली BID EVALUATION CRITERIA (BEC) & PRICE BID EVALUATION METHODOLOGY
भाग- III SECTION – III	बोलीदाताओंकेलिएनिर्देश(आईटीबी)औरप्रारूप(बोली- प्रक्रियाडेटापत्रक(बीडीएस)केसाथपढ़ाजाए) INSTRUCTIONS TO BIDDERS (ITB) AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
भाग- IV SECTION – IV	संविदाकीसामान्यशर्तें(जीसीसी) GENERAL CONDITIONS OF CONTRACT (GCC)
भाग- V SECTION – V	संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप SPECIAL CONDITION OF CONTRACT (SCC)& SCOPE OF WORK[IF APPLICABLE]
भाग- VI SECTION – VI	तकनीकीविनिर्देश (टीएस) TECHNICAL SPECIFICATIONS (TS)[IF APPLICABLE]
भाग- VII SECTION – VII	दरअनुसूची (एसओआर) SCHEDULE OF RATES (SOR)

Bidder's sign



भाग- I
SECTION – I

बोलीहेतुआमंत्रण(आईएफबी)
INVITATION FOR BIDS (IFB)

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

SECTION - I

INVITATION FOR BID(IFB)

Ref No: BCPL/C&P/153PS025OR/07488

DATED: 14.11.2025

To,

PROSPECTIVE BIDDERS

SUB: PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL [on Open Domestic Competitive Bidding]

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL					
(B)	TENDER NO. & DATE	Bidding document no.: BCPL/C&P/153PS025OR/07488 DATED: 14.11.2025 E-tender id no.: 2025_BCPL_255358_1					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td> X </td></tr><tr><td>TWO BID SYSTEM</td><td> ✓ </td></tr></table>		SINGLE BID SYSTEM	X	TWO BID SYSTEM	✓
SINGLE BID SYSTEM	X						
TWO BID SYSTEM	✓						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>✓</td></tr><tr><td>MANUAL</td><td>X</td></tr></table> E-TENDER NO: 2025_BCPL_255358_1		E-TENDER	✓	MANUAL	X
E-TENDER	✓						
MANUAL	X						
(E)	CONTRACTUAL DELIVERY DATE	To be delivered within 02 months of placement of FOA/PO. The date of receipt of material at site as certified by site store/Owner/EIL shall be considered as date of delivery.					
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) [Itemized or Lump sum as per site requirement]	<table><tr><td>APPLICABLE</td><td>X</td></tr><tr><td>NOT APPLICABLE</td><td>✓</td></tr></table>		APPLICABLE	X	NOT APPLICABLE	✓
APPLICABLE	X						
NOT APPLICABLE	✓						

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

		Amount: Not Applicable (Refer clause no.9 of ITB & BDS for details) Submission of EMD is online through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app). (Refer clause no.9 of ITB)
(F1)	DECLARATION FOR BID SECURITY	Bidders are required to submit Declaration for Bid Security as per proforma at Form F-3A
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	17.11.2025 at 3-00PM through video Conference on prior intimation of participation by interested bidders to the undersigned. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.
(H)	BID DUE DATE AND TIME (ON OR BEFORE)	28.11.2025 upto 1430 Hrs
(I)	DATE, & TIME OF UN-PRICED BID OPENING	29.11.2025 at 1500 Hrs.
(J)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From (....Hrs, IST) to (....Hrs, IST) on following websites: (i) http://www.bcplonline.co.in/ (ii) Govt. CPP Portal /BCPL's e-Procurement Portal (e-Portal)- https://etenders.gov.in (iii) Government E-Market (Gem) Portal (iv) PMC, if any:
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Olivia Rajkumari Designation: CM (C&P) Phone No. & Extn : Mobile No.: 7399018425 E-mail : olivia.rajkumari@bcplindia.co.in
(L)	DEALING BCPL'S OFFICE ADDRESS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,

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

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- 3.0 Bids must be submitted strictly in accordance with Clause No. 5 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading in the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-I to Section-III]:-
- i) ~~EMD/Bid Security~~ /Declaration for Bid Security (as applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address/Tender Box specified in BDS on or before the Due Date & Time of Bid Submission. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (J) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 1 of ITB (Section-III).
- The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s) if any shall be sent to the prospective bidder(s) by email/post.
- 9.0 **Registration of supplier on Government e-Marketplace (GeM):**
- Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.
- BCPL is already registered on GeM as Buyer and have started procurement through GeM.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- (i) Sellers providing Goods and Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Purchase order/ Letter of Acceptance.
- (ii) Seller ID is to be incorporated in every Purchase Order/ Letter of Acceptance issued by BCPL.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

[Refer BDS for applicability of GeM Seller ID]

- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

This is not an Order.

For & on behalf of
For Brahma Putra Cracker & Polymer Limited

(Authorized Signatory)

Name : Olivia Rajkumari

Designation: CM (C&P)

E-mail : olivia.rajkumari@bcplindia.co.in

Mobile No.: 7399018425

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भाग– II
SECTION – II

बोली मूल्यांकन मानदंड)बीईसी)
और
मूल्यबोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

SECTION-II

1. BID EVALUATION CRITERIA [BEC]

A) Bid Evaluation Criteria

A.1 BEC (Technical)

A.1.1 Applicable for licensor approved vendors / suppliers.

Bidder must be approved by the licensor M/s Axens.

A.1.2 Applicable for authorized dealers / distributors of Licensor approved vendors / suppliers.

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

- (i) *Licensor approved vendors / suppliers themselves are not bidding for this tender,*
- (ii) *Submission of Authorization Certification from licensor approved vendors / suppliers.*

A.2 BEC (Financial) : Not Applicable

A.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. A.1.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.2	Technical Experience Criteria – Document [All documents to be submitted must be Certified/attested with legible stamp]	
1.	1.2.1	Experience against Status of Bidder	In case the bidder is an 'Authorized Distributor/Dealer of licensor/BCPL approved suppliers for supply of tendered items, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e. valid distributorship/dealership certificate issued by the licensor approved supplier].

Note to above Bidder's Eligibility Criteria:

- (i) *Procurement from a bidder which shares a land border with India: Applicable as per ITB*
- (ii) *Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.*

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

B) Methodology for Evaluation of Bids:

B.1 *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".*

B.2 *Bids of techno-commercially acceptable bidders will be evaluated **on overall L1 basis** (inclusive of GST) considering the annual estimated licensor provided quantity & accordingly will be considered for award.*

B.3 *The evaluated price of bidders shall include the following:*

(a) Where only Indian Bids Exist, evaluated price shall consist:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and 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 etc. and GST (CGST & SGST/UTGST or IGST) on these services.*
- v) *Other loading, if any, as specified in Tender Document.*

Note:

- (i) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) *In case any cess on GST is applicable, same shall also be considered in evaluation.*

B.4 *Loading criteria as under:*

a) Price Reduction Schedule (PRS) for delayed delivery

- (i) *If bidder accepts PRS clause of tender – No Loading*

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

(ii) *If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %*

(iii) *Other than above, loading will be done by 5%.*

B.5 *In case of a tie at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*

B.6 CPS/SD:

*The contract performance security shall be 5% of Total Order/Contract value (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period/defect liability period/warranty period (whichever is later). For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document. However, **CPS shall not be applicable in cases wherein the individual order value is less than INR 5 Lakh (exclusive GST).***

B.7 Preferences:

i) *Purchase preference under PPLC- Not Applicable*

ii) *Purchase preference for Micro and Small Enterprises (MSEs) Order, 2012: Considering the nature of job, **splitting of quantities will not be possible in this case** and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document. 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”*

iii) *Purchase Preference to CPSEs-Not Applicable..*

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भाग– III
SECTION – III

बोलीदाताओंकेलिएनिर्देश(आईटीबी)

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

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID & ELIGIBLE BIDDERS
2. BID PRICES

[B] TENDER DOCUMENT:

3. CONTENTS OF TENDER DOCUMENT
4. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

5. DOCUMENTS COMPRISING THE BID
6. GST (CGST & SGST/ UTGST or IGST)
7. BID CURRENCIES
8. BID VALIDITY
9. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY
10. ZERO DEVIATION
11. REJECTION CRITERIA
12. E-PAYMENT

[D] SUBMISSION OF BIDS:

13. DEADLINE FOR SUBMISSION OF BID
14. LATE BID
15. MODIFICATION AND WITHDRAWAL OF BID

[E] BID OPENING AND EVALUATION:

16. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
17. BID OPENING
18. CORRECTION OF ERRORS
19. PURCHASE PREFERENCE
20. CONFIDENTIALITY
21. CONTACTING THE PURCHASER
22. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

[F] AWARD OF CONTRACT:

23. AWARD
24. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
25. QUANTITY VARIATION
26. DISPATCH SCHEDULE
27. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
28. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
29. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
30. MENTIONING OF PAN NO. IN INVOICE/BILL
31. DISPUTE RESOLUTION MECHANISM
32. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
33. PACKING INSTRUCTION
34. VENDOR EVALUATION PROCEDURE
35. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
36. PROVISIONS FOR STARTUPS
37. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
38. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
39. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT
40. GREEN PACKING
41. DOCUMENTS FOR PAYMENT
42. ORDER TRANSMITTAL SYSTEM\
43. REPEAT ORDER

[G] ANNEXURES:

Related to BEC:

1. **ANNEXURE-A:**ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA – Not Applicable in instant tender
2. **ANNEXURE-B:**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP) – Not Applicable in instant tender

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Related to ITB:

1. ANNEXURE-I: BIDDING DATA SHEET (BDS)
2. ANNEXURE-II: PROCEDURE FOR ACTION IN CASE OF CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
3. ANNEXURE-III: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
4. ANNEXURE-IV: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID & ELIGIBLE BIDDERS:

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (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 **ELIGIBLE BIDDERS:** The Bidder should not be 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 bid due date. Further, the bidder or its allied agencies as defined in tender should not be put on banned/ Blacklisted by BCPL/GAIL/ Ministry of Petroleum and Natural Gas as on due date of submission of bid.
- 1.4 If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder (bidder on Holiday/Banned/Blacklist as per 1.3 above), 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.
- 1.5 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 provision of ITB.
- 1.6 (i) 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.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in ATC.

(iii) Alternative Bids shall not be considered.

(iv) The provisions mentioned at sl. no. (i) and (ii) 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.

1.7 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP

Bidder's sign



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The **Power of Attorney** should be valid till award of contract / order to successful bidder.

- 1.8 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

2 **BID PRICES**

- 2.1 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 and cost of bidding shall be borne by the Bidder.
- 2.2 The bidder must quote their prices in price schedule format, indicating all break-up of prices. The prices should be inclusive of all taxes & duties except GST on finished goods as applicable. Freight upto site shall be quoted as per "Price Schedule/ Schedule of Rates [SOR]". The prices shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.
- 2.3 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.
- As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.
- 2.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 2.5 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule/Agreed Terms & Conditions.
- 2.6 For transit Insurance arrangement refer BDS.
- 2.7 Materials are to be transported through a registered common carrier as per Section 3 of Carriage by the Road Act, 2007.
- 2.8 Information related to evaluation of bid shall not be disclosed by Bidder or any other person not concerned with such process. Any effort by a bidder to influence Purchase may result in action as per BCPL's procedure.
- 2.9 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.

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

[B] – TENDER DOCUMENT

3 CONTENTS OF TENDER DOCUMENT:

3.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued:

- 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] – Goods***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

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

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

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

Bidder should study complete tender and quote accordingly. Failure to furnish all information as required in the Tender Document is liable for rejection.

4 CLARIFICATION AND AMENDMENT OF TENDER DOCUMENT:

4.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify BCPL in writing or by email in the format "F-11" at BCPL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on portal.

4.2 Any clarification/ addendum/ corrigendum issued either based on Bidder's query or at BCPL's initiative at any time prior to the 'Due Date & Time of Bid Submission' shall be integral part of the Tender Document and shall be web hosted as per Section I of Tender. The Purchaser, if consider necessary, may extend the bid due date.

5. DOCUMENTS COMPRISING THE BID:

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

5.2 **In case of e-tendering:**

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

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 with index.
- (b) All the forms and Format of tender documents duly filled in and signed
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (e) Power of Attorney, in favour of the authorized signatory of the Bid, as per clause no.1.7 of ITB.
- (f) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB.
- (g) 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.
- (h) 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.

PART-II: Price Bid

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned below and to be uploaded in Financial bid in the e-tender portal.

Notes:

- 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 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.

5.4 **In case the bids are invited under e-tendering system**, Bidders are requested to refer instructions for participating in e-Tendering (available of BCPL's e-tendering portal), Ready Reckoner for Bidders and FAQs available in e-Portal. Bids submitted manually shall be rejected.

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

In case of Manual tender both Part-I and Part-II will be put in an outer envelope with cut out slip and will be delivered to address as per tender within Bid Due date & Time.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

5.5 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified above shall form the Bid.

6 GST (CGST & SGST/UTGST or IGST)

6.1 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.

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 e-Invoice/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.

6.1.1 Where BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

6.1.1.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.

6.1.2 Where BCPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

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

- 6.2 **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.
- 6.3 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) to enable BCPL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details under GST laws & rules should be timely filed by the Supplier. 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.
- 6.4 The supplier shall mention the particulars of Brahmputra Cracker and Polymer Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.

6.5 Regarding Reconciliation between GSTR 2A and Input Tax Credit

Supplier shall ensure timely submission of correct e-invoice /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 e-invoice/invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

- 6.6 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, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document
- 6.7 However, in case any unregistered bidder is submitting their bid, there prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 6.8 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.
- 6.9 **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.
- 6.10 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. 2 and 6 of ITB.
- 6.11 GST, as quoted by the bidder in Price Schedule, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

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

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

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

6.13 Provision w.r.t. E- Invoicing requirement as per GST laws:

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-10 along with documents for release of payment.

- 6.14 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

7 BID CURRENCIES: Bidders must submit Bid in Indian Rupees only.

8 BID VALIDITY:

- 8.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 8.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security' without any actions being invoked as per bid security declaration. A Bidder

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension.

9 **EARNEST MONEY DEPOSIT (EMD): Not Applicable**

9A **DECLARATION FOR BID SECURITY**

Bidders are required to submit Declaration for Bid Security as per proforma at Form F-3A.

10 **ZERO DEVIATION AND REJECTION CRITERIA:**

ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. 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.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

11 **REJECTION CRITERIA:**

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- (a) Firm Price
- (b) Specifications
- (c) Earnest Money Deposit / Bid Bond / Bid Security declaration, as applicable
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule for delay in supply
- (h) Contract Performance Security / Security Deposit , if applicable
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) 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.

12 **E-PAYMENT:**

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

[D] – SUBMISSION OF BIDS

13 **DEADLINE FOR SUBMISSION OF BID:** Bid must be submitted within the Due Date & Time of Bid submission (Original Bid Due date or Extended Bid Due date) at the address/Venue specified in the Tender Document.

14 **LATE BID:** Late or 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.

15 **MODIFICATION AND WITHDRAWAL OF BID:**

15.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time of Bid submission. The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

15.2 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 rejection of Bid and other provisions as per tender.

[E] BID OPENING AND EVALUATION:

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

- 16.1 BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.
- 16.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- Only a bidder who has participated in tender can make such representation
 - In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 16.3 However, following decisions of shall not be subject to review:
- Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of bidders in the procurement process;
 - The decision to enter into negotiations with the L1 bidder;
 - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

17 **BID OPENING**

- 17.1 BCPL will open unpriced bids and priced bid (of techno-commercially qualified 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. Similarly, qualified bidders shall be invited for Priced bid opening.
- 17.2 Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicized date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening.
- 17.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Date & Time of Bid Opening as specified in the Tender Document.

18 CORRECTION OF ERRORS:

18.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. 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. The amount shall be re-calculated/ corrected accordingly.
- (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct
- (iv) 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

18.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, , its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

18.3 The above provision of Correction of Error shall not be applicable for E-tendering.

~~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 / actions shall be invoked as per Declaration for Bid Security.~~

19 PURCHASE PREFERENCE:

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

20 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 bidders or any other person not officially concerned with such a process until the award to the successful bidder.

21 CONTACTING THE PURCHASER

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- 21.1 From the time of bid opening to the time of contract award, no bidder shall contact on any matter related to the bid, except on request and prior written permission.
- 21.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

22 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 22.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-22.2"
- 22.2 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 for evaluation of bid.
- 22.3 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.
- 22.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 22.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System } and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the 's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

[F] – AWARD OF CONTRACT

23 AWARD:

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

“BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed”.

BCPL will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

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

24 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:

Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. Notification of Award/FOA will be followed by detailed order.

Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

25 QUANTITY VARIATION

- 25.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 25.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.
- 25.3 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted without change in quoted prices

26.0 DISPATCH SCHEDULE:

- 26.1 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
- 26.2 *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.*
- 26.3 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.
- 26.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.
- 26.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to BCPL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

27.0 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]:

- 27.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Insurance Surety Bond or Fixed Deposit Receipt ~~or Letter of Credit~~ and shall be in the currency of the Contract for the defined %age of contract/ Order value (excluding GST) in the BDS. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 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.

However, on consent of BCPL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPS / SD. However, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

Further, where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting, further period for submission of CPBG (beyond 60 days) with application of aforesaid penal interest, can be given on consent of BCPL This provision is applicable only in case where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting. In such case, Security Deposit (along with aforesaid

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

applicable interest as on date of release of payment) can be deducted from the due payment of contractor/ vendor/supplier/consultant against such order/ contract.

For remaining cases, non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/ contract and subsequent actions following termination as per the tender.

The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD) & deduction of applicable interest OR deduction of Contract Performance Security (CPS)/ Security Deposit (SD) along with applicable interest from the due payment as mentioned herein above.

- 27.2 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award.
- 27.3 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.
- 27.4 The successful bidder can also submit the SD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 27.5 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 27.6 The supplier will submit covering letter along with CPS as per format at F-8.
- 27.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- 27.8 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 27.9 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- 28.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 28.2 ~~The Fraud Prevention Policy document is available on BCPL's website (www.bcplonline.co.in).~~
- 28.3 ~~Name and contact details of nodal officer refer BDS:~~

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier. The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

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

- 29.1 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.
- Issue of tender document to MSEs free of cost.
 - Exemption to MSEs from payment of EMD.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

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

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

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

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

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

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

29.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.

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

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012. **The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.**

- 29.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.25.3 above with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 29.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 29.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 29.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:
- M/s A. TREDs (Invoicemart), Mumbai
- MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.
- 29.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

30. **MENTIONING OF PAN NO. IN INVOICE/BILL:** As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time. Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs.2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of Supplier shall be processed only after fulfilment of above requirement.
31. **DISPUTE RESOLUTION MECHANISM**
1. **PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**
- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:
2. **ARBITRATION**
- All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.
- The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-
- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

3. GOVERNING LAW AND JURISDICTION:

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

32. **DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:**

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

33 **PACKING INSTRUCTIONS:**

- 33.1 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.
- 33.2 Fragile articles should have special packing materials depending on type of materials.
- 33.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 33.4 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.

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- 33.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 33.6 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.
- 33.7 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.....

- 33.8 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

- 34 **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 III to ITB herewith which will supersede the corresponding Annexure of GCC.

- 35 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

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

As mentioned in Section-II, Prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

technical specifications specified in tender document and submission of document specified in Section-II.

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

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

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

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

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/contractor has raised the invoice for full value, then supplier/contractor should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/contractor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to supplier/contractor after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.

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

38 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS [IF APPLICABLE]**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document. However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

39 **PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT**

39.1 TDS as applicable will be deducted by BCPL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

financial year. 39.2 Since BCPL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.39.3

Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/supplier who does not filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

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

40 **GREEN PACKAGING**

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability. In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

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

41 **DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GCC-Goods/SCC.

However, for release of payment, the following documents are to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

~~Further, is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Supplier/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.~~

42 ORDER TRANSMITTAL SYSTEM: NOT APPLICABLE

~~The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.~~

~~Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/fmUserLogin.aspx.~~

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

43 REPEAT ORDER

Shall be as per Clause no. 40 of GCC-Goods except the percentage of repeat order shall be order upto 25% of the original ordered quantity.

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure-A

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: - Not Applicable in the instant tender

Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, 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. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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:

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
 - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/or technologies, specified at Schedule-I, II & III of this order.
9. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I-A.
- For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.
- 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.
10. 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.
11. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
- 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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Form-I of Annexure-B

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.”

e-TENDER No.:

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 (✓) above).

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

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

.....

Bidder's sign



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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.”

e-TENDER No.:

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 (✓) 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:

Bidder's sign



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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defense
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

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ANNEXURE-C

**PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY
MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP) — Not Applicable**

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Annexure-I to Section-III

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
General	The Purchaser is: Brahmaputra Cracker and Polymer Ltd. The consignee details and Delivery Location for the goods are as under:- Consignee and Delivery Location: BRAHMAPUTRA CRACKER & POLYMER LIMITED CENTRAL WAREHOUSE BUILDING P.O. #LEPETKATA DIBRUGARH-786006, ASSAM PH-7086579554/ 9433272278				
1	The Invitation for Bid/ Tender is for PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.				
2.4	Delivery basis shall be <table border="1"> <tr> <td>FOT Site,... <i>[Lepetkata]</i></td><td>✓</td></tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td><td>X</td></tr> </table>	FOT Site,... <i>[Lepetkata]</i>	✓	EX-WORKS,(Bidder to indication location)	X
FOT Site,... <i>[Lepetkata]</i>	✓				
EX-WORKS,(Bidder to indication location)	X				
2.6	Transit Insurance shall be arranged by :- <table border="1"> <tr> <td>BCPL</td><td>✓</td></tr> <tr> <td>SUPPLIER</td><td>X</td></tr> </table> In case, transit insurance to be arranged by BCPL, the details of Transit Insurance Policy are as under:- M/s Bajaj Allianz General Insurance Co. LTD. Shreeji Tower, 2nd Floor, Walford, Guwahati - 781005 Phone: 09175573700/ 09987008843 E-mail: krishnendu.pramanick@bajajallianz.co.in /ishani.sikdar@bajajallianz.co.in Policy No. : OG-26-2405-1018-00000001 Policy Period: 01.07.2025 to 30.06.2026 Contact Persons: Mr. Krishnendu Pramanick Corporate Business Group, CSG / Ms. Ishani Sikdar Area Head-Corporate Business Group	BCPL	✓	SUPPLIER	X
BCPL	✓				
SUPPLIER	X				
B. TENDER DOCUMENT					

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

General	For clarification purposes only, the communication address is: Attention: <u>Olivia Rajkumari, CM (C&P)</u> 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. _____ E-Mail: <u>olivia.rajkumari@bcplindia.co.in</u>								
C. PREPARATION OF BID									
5.3	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers								
5.3	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: Whether BCPL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>YES</td><td>✓</td></tr><tr><td>NO</td><td>X</td></tr></table>	YES	✓	NO	X				
YES	✓								
NO	X								
	Details of Buyer: <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>Consignee</td><td>Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006</td></tr><tr><td>PAN No.</td><td>AADCB2356E</td></tr><tr><td>GST no.</td><td>18AADCB2356E1ZY</td></tr><tr><td>BCPL Bank details</td><td>[Enter details]</td></tr></table>	Consignee	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	[Enter details]
Consignee	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006								
PAN No.	AADCB2356E								
GST no.	18AADCB2356E1ZY								
BCPL Bank details	[Enter details]								
8	The bid validity period shall be 3 (three) months from final 'Bid Due Date'.								
9.1	In case ' Earnest Money Deposit / Bid Security ' is in the form of ' Demand Draft ', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at <u>[indicate location]</u>								
9.10 & 23.4	For submission of EMD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT, the details of BCPL's Bank Account is as under Bank: Branch: Account No: IFSC CODE: Bidder to mention reference no. "EMD/....." in narration while remitting bid security /EMD amount in BCPL's Bank Account. AND Successful Bidder to mention reference no. "CPS/FOA/PO no....." in								

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

	narration while remitting CPS amount in BCPL's Bank Account. BG issuance message is to be transmitted through SFMS to beneficiary's bank as below: Account Holder Name : Brahmaputra Cracker and Polymer Limited Bank Name: ICICI Bank Branch Address : HS Road, Dibrugarh IFSC: ICIC0000839 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: <table border="1"> <thead> <tr> <th>Field Number</th><th>Particulars (to be mentioned in Row 1)</th></tr> </thead> <tbody> <tr> <td>7037</td><td>BCPL566911048</td></tr> </tbody> </table>	Field Number	Particulars (to be mentioned in Row 1)	7037	BCPL566911048
Field Number	Particulars (to be mentioned in Row 1)				
7037	BCPL566911048				
D. SUBMISSION AND OPENING OF BIDS					
13	For <u>bid submission purposes (Manual Bid/ Physical document in case of e-tendering)</u> only, the Owner's address is : Attention: <u>Olivia Rajkumari</u> 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. 7399018425				
E. EVALUATION, AND COMPARISON OF BIDS					
Evaluation Methodology is mentioned in Section-II.					
F. AWARD OF CONTRACT					
20	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Engineer-in-Charge				
22.4	Whether part shipment is allowed: <table border="1"> <tbody> <tr> <td>YES</td><td>✓</td></tr> <tr> <td>NO</td><td>X</td></tr> </tbody> </table>	YES	✓	NO	X
YES	✓				
NO	X				
23	Contract Performance Security (CPS)/ Security Deposit <table border="1"> <tbody> <tr> <td>APPLICABLE (in case order value is Rs. 5 lakhs or more)</td><td>✓</td></tr> <tr> <td>NOT APPLICABLE</td><td>X</td></tr> </tbody> </table>	APPLICABLE (in case order value is Rs. 5 lakhs or more)	✓	NOT APPLICABLE	X
APPLICABLE (in case order value is Rs. 5 lakhs or more)	✓				
NOT APPLICABLE	X				

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

	If applicable, the value/ amount of Contract Performance Security/ Security Deposit (i) <i>Procurement of Goods except Rate Contracts: SD/CPBG @ 5% of Total Order/ Contract Value within 30 days of FOA/ notification of award</i>				
25	Whether tendered item is non-split able or not-divisible: <table border="1"> <tr> <td>YES</td><td>X</td></tr> <tr> <td>NO</td><td>✓</td></tr> </table>	YES	X	NO	✓
YES	X				
NO	✓				
27.1	Quarterly Closure of Contract <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	✓
APPLICABLE	X				
NOT APPLICABLE	✓				
32	Applicability of provisions relating to Startups: <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	✓
APPLICABLE	X				
NOT APPLICABLE	✓				
9 of IFB	Applicability of provisions relating to GeM Seller ID: <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	✓
APPLICABLE	X				
NOT APPLICABLE	✓				
Clause no.38 of GCC /Clause no. 12 of GPC	Fall Clause: <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>✓</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	✓
APPLICABLE	X				
NOT APPLICABLE	✓				
SCC	Documents required for accepting the Goods: Refer SCC.				

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure-II

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).
- A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/suspended agency;

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied agency.

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

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding 's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

If an agency, is found to have indulged in corrupt/fraudulent/collusive/coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

(s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.

Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BCPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BCPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

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

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

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

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in /PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).

C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.

C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated.
In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure-III

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

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL 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

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

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.

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

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

3.1 FOR PROJECTS

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

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

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

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

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

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

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years**.
- (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years**.
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant ()
- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant:

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.

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

(C) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) First Instance: **Holiday (Red Card) for One Years**
 - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (I)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **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.

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG 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:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1
- 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 in new tender 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 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.

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL.

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 bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 3.1 (v) and 3.3 (v).

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

11. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Bidder's sign



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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	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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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

ANNEXURE-IV

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

The Ready reckoner for submission of bids is available in BCPL website.
<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf> (tender section of BCPL website)

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

Please visit the above links

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cphp-nic@nic.in

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FORMS & FORMATS

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3A	DECLARATION FOR BID SECURITY
F-3B	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-4	AGREED TERMS & CONDITIONS
F-5	BIDDER'S EXPERIENCE
F-6	E-BANKING MANDATE FORM
F-7	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-8	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-9	FREQUENTLY ASKED QUESTIONS (FAQs)
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Brahmputra Cracker and Polymer Ltd.

TENDER NO:

1	Bidder's Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	(Country Code) (Area Code) (Telephone)

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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

		No.) Mobile No. : e-mail ID:
9	Website details	
10	Mobile Number of concerned personnel/authorized signatory	_____
11	ISO Certification, if any	Yes / No [If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14a	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
14b	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
14c	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
14d	Details of registration in TReDS	 (Bidder to provide name of the portal along with details)
15a	Whether Bidder is a Startup or not	Yes / No (, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
15b	In case Bidder is a Startup, confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

Note: *BCPL intends to place the Order/Contract directly on the address from where Goods are produced/dispached. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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F-2

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 Brahmputra Cracker and Polymer Ltd.

SUB: **PROCUREMENT OF _____ FOR BCPL.**
TENDER NO:

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings'/Un-priced' Opening. Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

FORMAT F-3A

DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: **PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.**
TENDER NO:

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 in this regard), if we are in breach of our obligation(s) as per following:

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

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

Bidder's sign



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

OR
FORMAT F-3B

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

(To be stamped in accordance with the Stamp Act)

To, M/s Brahma Putra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

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) and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Brahma Putra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahma Putra Cracker and Polymer Ltd., 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 _____

Bidder's sign



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

instructions from Bidder M/s. _____ on
whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

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

b) This Guarantee shall remain in force upto _____ (this expiry date of BG should
be two months beyond the validity of bid) and any extension(s) thereof; and

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

The Bank doth hereby declare that Shri /Ms. _____ who is the _____
(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to
bind the Bank thereby.

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

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Date:

(OFFICIAL ADDRESS)

Confirmation Email Id :

IFSC Code of Issuing Bank:

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest money Deposit has been issued at sl. no.2 of form-5 as per proforma provided below.
6. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender)

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

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

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Annexure

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE**

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

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-4

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.

TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2	Bidder furnishes bid security declaration OR EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG]	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms quoted prices are strictly as per Price Schedule format of the Tender Document.	
5	Bidder to specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
6	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document, within 30 days of FOA in case of successful bidder.	
8.	Bidder confirms that CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled	

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
10.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
11.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
12.	Bidder confirms bidder's offer is valid for time period specified in BDS from the final 'Bid Due Date'.	
13.	Bidder confirms that the contents of this Tender Document have not been modified or altered by them. In case, it is found that the Tender Document has been modified / altered by the Bidder, the Bid submitted by the bidder shall be liable for rejection".	
14.	Bidder confirms that they are not on 'Holiday' by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Meecon 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. Bidder further confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas	
15.	Bidder confirms that they have read and understood the General Conditions of Contract - Goods available on BCPL's Tender website	

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	(https://www.bcplonline.co.in/Tender/Index) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
16.	Bidder confirms that (i) none of Directors of bidder is a relative of any Director of BCPL or (ii) the bidder is a firm in which any Director of BCPL or his relative is a partner.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 6 of ITB (Anti-profiteering clause).	
19	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	
20	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
21.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) 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 them shall be to bidder's account.	
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
24.	Testing and Inspection charges: Bidder confirms 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.	<i>Not Applicable</i>
25.	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, their Bid may be rejected.	
26.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: Bidder agrees and acknowledges that the Employer 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. Bidder expressly agrees, acknowledges and understands 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, Bidder hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
27	Bidder to ensure all documents as per tender including clause 5 of Section III and Format F-1 are included in their bid.	
28	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
29	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcpsonline.com)] 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 transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	
30	GeM Seller ID on Government e-Marketplace (GeM) is (refer BDS for its applicability)	GeM Seller ID : OR We hereby confirm to obtain GeM Seller ID and communicate to BCPL for incorporation of same in Purchase Order/ Letter of Acceptance, in case of award on us.
31	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 1.6 (ii) of Section-III (ITB) of Tender Document.	

Bidder's sign



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
32	Bidder confirms 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.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-5
BIDDER'S EXPERIENCE

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: **PROCUREMENT OF** _____ **FOR BCPL.**
TENDER NO:

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Address & phone nos. of Client.	Postal & nos. of	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment	Scheduled Completion/ Delivery Period (Months)	Date of Actual Compl- etion	Reasons for delay in execu- tion, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-6

E-Banking Mandate Form

(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN BCPL)

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:

Bidder's sign



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-7
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 Brahma Putra Cracker and Polymer Ltd.

SUB: **PROCUREMENT OF _____** **FOR BCPL.**
TENDER NO:

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 :

Bidder's sign



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-8

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

To, M/s Brahmputra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier/consultant” 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 Brahmputra Cracker and Polymer Ltd. having registered office at 7th Floor, NRL Centre, 122A G.S Road, Christian Basti, Guwahati, Assam, Pin - 781005 (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/CONSULTANT shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER LTD., in case of default.

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

1. We _____ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such

Bidder's sign



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

- 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 Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor/consultant 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. 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/consultant 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/consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor/consultant 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/consultant and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant 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/Consultant 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. The Bank doth hereby declare. that Shri/Ms. _____ who is the _____ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
10. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
. . . . (currency in words only)

Bidder's sign



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

Confirmation Email Id :

IFSC Code of Issuing 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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure)' while submitting Contract Performance Security / Security Deposit.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender}. t.

Bidder's sign



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Annexure

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

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

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

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2	VENDOR NAME / VENDOR CODE	:	<table border="1"> <tr> <td>NAME</td> <td></td> </tr> <tr> <td>VENDOR CODE</td> <td></td> </tr> </table>	NAME		VENDOR CODE	
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PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:	(A) EMAIL ID : (B) ADDRESS : (C) PHONE NO :				
7	BG CONFIRMATION BANK DETAILS	:	(A) EMAIL ID : (B) ADDRESS : (C) PHONE NO :				

Bidder's sign



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F-9
FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 1.6 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure IV to Instructions to Bidders of Tender Document and FAQs as available on BCPL-Tender portal.
6.0	Are there any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 30 of Instructions to Bidders of Tender Document.
7.0	Are there any benefits available to Startups?	Refer Tender Document.

All the terms and conditions of Tender remain unaltered.

Bidder's sign



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F-10

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

.....

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

- (i) Applicable to us []
- (ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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

Bidder's sign

F-11
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	<i>Refer Section-II & SCC</i>		Yes/No	
2.	Experience of bidder acquired as a subcontractor	Certificate from End User		Yes/No	
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
4.	Any other technical criteria in BEC	<i>Refer Section-II & SCC</i>		Yes/No	

Place:
Date:

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



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(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

F-12

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahma Putra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahma Putra Cracker and Polymer Ltd.

We further absolve Brahma Putra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place: _____ [Signature of Authorized Signatory of Contractor]

Date: _____ Name: _____

Designation: _____

Bidder's sign



भाग- IV
SECTION – IV
संविदाकीसामान्यशर्ते) जीसीसी(
GENERAL CONDITIONS OF CONTRACT (GCC)

Bidder's sign



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

Dear Sir,

In reference to the Tender number dated **14.11.2025** , I/we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I/ We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: https://bcplonline.co.in/UploadFiles/GPC_BCPL_Domestic_upto_10_Lacs_rev1_15.05.pdf

Thanking you,

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

Name:

Designation:

Company Seal:

Bidder's sign



भाग- V
SECTION – V

संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप
**SPECIAL CONDITION OF CONTRACT
(SCC) & SCOPE OF WORK**

Bidder's sign



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

1. General:

BCPL is setting up a 2nd stage Pyrolysis Hydrogenation Unit (HPG-2) where Pyrolysis gasoline from 1st stage is processed for quality improvement. M/s Axens is the Licensor of the HPG-2 unit.

Corrosion inhibitor is one of the chemicals required to be dozed at Stripper Overhead stream of HPG-2 (2nd stage hydrogenation unit) to avoid corrosion.

THE BIDDER IS TO SUPPLY THE SPECIALITY CHEMICAL **NALCO EC1021A Or CHIMEC 1829 ENW** FOR THE SAME.

Estimated quantity for one year as provided by the process licensor is given below:

Nalco EC1021A: 192 Kg

Chimec 1829 ENW: 240 Kg

2. Quantity:

Minimum quantity as quoted by the bidder in **Col (g) of SOR**. Bid evaluation shall be done on the respective annual required quantity recommended by the Licensor. For Nalco EC 1021A evaluation shall be done for 192 Kg and for Chimec 1829 ENW evaluation shall be done for 240 Kg. The PO shall be placed for the minimum quoted quantity as per drum size. (Quoted quantity should not be more than 2 times the estimated quantity (192 and 240) and should not be less than the annual estimated quantity mentioned at sl. no. 1.

3. Delivery Schedule:

Delivery shall be done within 2 months of the date of placement of FOA/ Purchase Order whichever earlier.

4. Payment terms:

100% Payment within 15 days shall be made on receipt & acceptance of material at site.

5. Document Required along with the offer:

- i) MSDS to be provided with the offer.
- ii) Handling & decontamination procedure of empty drums for disposal.
- iii) Bidder to mention the shelf life of the chemical.

6. Shelf-Life Period

Bidder to confirm shelf life of the chemical. Shelf life should be at least 12 months from the date of receipt at BCPL site. Shelf life and date of manufacturing should be clearly mentioned on each drum.

7. Guarantee/Warranty

Quality of the Material shall be guaranteed for a period of Minimum 12 months from the date of receipt at BCPL site. If at any point of time, the material is not found suitable for use or is found to be of inferior quality within the guaranteed period, the material shall be taken back by SELLER at its own cost and material to be replaced immediately.

Bidder's sign



भाग- VI
SECTION – VI

तकनीकीविनिर्देश (टीएस)
TECHNICAL SPECIFICATION [TS]
[refer SOR/BOQ]



भाग– VII
SECTION – VII

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

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

Bidder's sign



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



SCHEDULE OF RATES (SOR) -UN-PRICED BID

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

TENDER NO:

PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL.

Item. No.	Material Code	Material Description	Offered Make	6 Digit HSN Code of Material	Annual Quantity To be Quoted by bidders as per Clause 2 of the SCC		Per Unit Price Ex-works [Including packing & forwarding, duties & excluding freight]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (H) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (N) on the applicable one above. Applicable on (H+K) only		Per Unit FOT Site BCPL Lepetkata Basis (P=H+K+M)	Total FOT site BCPL Lepetkata Basis Amount Q=(P*G)
					UOM	QTY	(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	P	Q
1	5308070003	Corrosion Inhibitor, stripper overhead of HPG2 Nalco EC1021A / Chimec 1829 ENW			kg									
COLUMN-WISE TOTAL AMOUNT:											---			
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN FIGURE:														
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN WORDS:														

Bidder's sign



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



Note:

- Bid evaluation shall be done on the respective annual required quantity recommended by the Licensor. For Nalco EC 1021A evaluation shall be done for 192 Kg and for Chimec 1829 ENW evaluation shall be done for 240 Kg. The PO shall be placed for the minimum quoted quantity as per drum size. (Quoted quantity should not be more than 2 times the estimated quantity (192 and 240) and should not be less than the annual estimated quantity mentioned at sl. no. 1 of SCC.*
- In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule above.*
- In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- In case any cess on GST is applicable, same shall also be considered in evaluation.*

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:

Bidder's sign



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(भारतसरकारकाउपक्रम)/ (A Government of India Enterprise)



FOLDER-II
(FINANCE/ PRICE BID)

(Worksheet to be uploaded at e-Portal in Folder –II (FINANCE/ PRICE BID,
SOR TO BE QUOTED UNDER e-MODE ONLY IN THE PROVIDED BOQ)

Bidder's sign



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD, POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS"

DO NOT OPEN

SUB: PROCUREMENT OF CORROSION INHIBITOR FOR HPG-2 AT BCPL

E-TENDER NO.:

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL : **28.11.2025 at 1430Hrs**

TO

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

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD, POWER OF ATTORNEY AND ANY OTHER
TENDER DOCUMENTS**

Bidder's sign