



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
पिन कोड – 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

(Tender to be submitted ONLINE though **GeM Portal** only)

TENDER DOCUMENT FOR

"INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BHARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL

Insurance coverage for BCPL:

a)	Marine Open Policy	UNDER PART-A
b)	Public Liability Act Policy (Statutory Cover), Commercial General Liability (Non-Statutory Cover) & Directors & Officers Insurance (D&O) Liability Policy	UNDER PART-B
c)	Standard Fire & Standard Perils Policy, Bharat Griha Raksha Policy, Burglary Policy, All Risk Policy for Laptop and Electronic Equipment Insurance Policy	UNDER PART-C



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" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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SECTION – I
INVITATION FOR BIDS (IFB)

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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SECTION - I

INVITATION FOR BID [IFB]

Ref. No. BCPL/C&P/LE26W019DD/03739

Dated: 20.05.2026

To,
PROSPECTIVE BIDDER(S)

SUB:INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

Dear Sir/Madam,

- 1.0 **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**, Lepetkata (A Government of India Enterprise) invites bids from bidders for the subject job/works on Government e-Marketplace (GeM) portal, in complete accordance with the GeM bid, following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE / JOB	INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.
(B)	BCPL TENDER NO. & DATE	BCPL/C&P/LE26W019DD/03739 dated 20.05.2026 This Document(s) shall form integral part of Government e-Marketplace (GeM) Bid No. GEM/2026/B/7564150 Dated: 20.05.2026
(C)	TYPE OF BIDDING SYSTEM	02(Two) Bid System.
(D)	TIME PERIOD OF POLICY COVER	For a period of 1 year from 1st July 2026to 30th June 2027 . [Detail as per SCC & SOW]
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE

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(E1)	DECLARATION FOR BID SECURITY	NOT APPLICABLE
(F)	DATE, TIME & VENUE OF PRE-BID MEETING	As per date & time mentioned in GeM bidding document through Video Conference on prior intimation of participation by interested bidders to the undersigned. BRAHMAPUTRA CRACKER AND POLYMER LIMITED (A Government of India Enterprise) Contract & Procurement (C&P) Department Administrative Building PO: Lepetkata, Distt.: DIBRUGARH, Assam Pin Code: 786006 Phone No. 0373 2914636 Mobile No.:9954195756 OR Query if any may be forwarded to e-mail id debajyoti@bcplindia.co.in On or before Pre-Bid date & time mentioned in GeM bidding document. Comment / clarification on the query shall be sent on E-mail.
(G)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name :Mr. Debajyoti Das Designation: SM (C&P) Phone No. & Extn.: 0373 2914636 Mobile No.: 8811047616 E-mail: debajyoti@bcplindia.co.in
(H)	DEALING BCPL'S OFFICE ADDRESS	BRAHMAPUTRA CRACKER AND POLYMER LIMITED (A Government of India Enterprise) Contract & Procurement (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 w.r.t bid opening (mentioned in GeM bid) and pre-bid meeting etc.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.

4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading in the bid on GeM Portal shall also be submitted in Original (in physical form) **within 07(Seven) days from the Bid Due Date** provided the scanned copies of the same have been uploaded in GeM Portal by the bidder along with bid within the Due Date & Time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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- i) EMD/Bid Security (if applicable)
- ii) Line of Credit (if applicable)

5.0 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.

6.0 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 GeM portal 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. 2 of ITB (Section-III).

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

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

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

11.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. BCPL's decision in this regard shall be final.

12.0 ~~As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, the applicability of EMD exemption will be based on the confirmations & documents~~

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~~submitted by the bidder in their bid irrespective of selection/option made on GeM portal.~~

~~13.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal and evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid depending on selection/option made on GeM portal by L1 bidder. In case a bidder does not select the EMD Exemption and or Purchase Preference option on GeM Portal and happens to be L1 bidder, matching option to other MSE bidders may be given if appears in system.~~

Note: The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy is not extended to the Traders/Dealers/Distributors/Stockiest/Wholesalers. If the major activity of the MSE is Trading/Services(Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. However, irrespective of product category, the benefits of Public Procurement Policy w.r.t. exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. Further, for considering Purchase Preference benefits, the bidder should be a Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.

14.0 This BCPL tender document shall be read in conjunction with GeM bid document no. **GEM/2026/B/7345533. In case of any variance in the terms and conditions between GeM GTC/GeM bid document and this tender document, the tender conditions as per the "BCPL Tender Document" shall prevail.**

This is not an ORDER.

For & on behalf of

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(Authorized Signatory)

Name: MR. DEBAJYOTI DAS

Designation: SM(C&P)

Mobile No.: 8811047616

E-mail: debajyoti@bcplindia.co.in

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SECTION – II
BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 BID EVALUATION CRITERIA (BEC):

Part A: Marine Open Policy (1.1)

1.1 BEC – Technical:

1.1.1 The bidder must be a **registered Indian Insurer** in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer and should have a license to carry out Insurance Business in India under non-life insurance sector.

1.1.2 The bidder must have executed and completed policies of “**Transit Insurance Policy or Marine Cargo Open Policy**” as **Sole Insurer / Lead Insurer** in preceding 7 years reckoned from the bid due date:

PROVISIONS *	Required No(s). of Policies	Minimum Sum Insured per policy. (Rs. In Cr.)
1 st Provision	03	900.00
2 nd Provision	02	1,125.00
3 rd Provision	01	1,800.00

* Bidder has to fulfill any one provision (1st Provision / 2nd Provision / 3rd Provision) to qualify the BEC.

Part B: Public Liability Act Insurance Policy (Statutory Cover), Commercial General Liability Insurance Policy (Non-Statutory Cover) and Directors & Officers Insurance (D&O) Liability Policy (1.2)

1.2 BEC – Technical:

1.2.1 The bidder must be a **registered Indian Insurer** in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer and should have a license to carry out Insurance Business in India under non-life insurance sector.

Part C: Standard Fire & Special Perils Policy, Bharat Griha Raksha Policy, Burglary Policy, All Risk Policy for Laptop and Electronic Equipment Insurance Policy (1.3)

1.3 BEC – Technical:

1.3.1 The bidder must be a **registered Indian Insurer** in accordance with the Insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer

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and should have a license to carry out Insurance Business in India under non-life insurance sector.

- 1.3.2 The bidder must have executed and completed policies of **Standard Fire and Special Perils Insurance Policy as Sole Insurer / Lead Insurer** for a minimum sum insured as tabulated below in the preceding 7 years reckoned from the bid due date:

PROVISIONS *	Required No(s). of Policies	Minimum Sum Insured per policy. (Rs. In Cr.)
1 st Provision	03	70.09
2 nd Provision	02	87.62
3 rd Provision	01	140.19

* Bidder has to fulfill any one provision (1st Provision / 2nd Provision / 3rd Provision) to qualify the BEC.

- 1.3.3 The bidder must have executed and completed policies of **Bharat Griha Raksha Policy as Sole Insurer / Lead Insurer** for a minimum sum insured as tabulated below in preceding 7 years reckoned from the bid due date:

PROVISIONS *	Required No(s). of Policies	Minimum Sum Insured per policy. (Rs. In Cr.)
1 st Provision	03	116.23
2 nd Provision	02	145.28
3 rd Provision	01	232.45

* Bidder has to fulfill any one provision (1st Provision / 2nd Provision / 3rd Provision) to qualify the BEC.

- 1.3.4 The bidder must have executed and completed policies of **Burglary Policy (including Theft & RSMD)** as **Sole Insurer / Lead Insurer** for a minimum sum insured as tabulated below in preceding 7 years reckoned from the bid due date:

PROVISIONS *7	Required No(s). of Policies	Minimum Sum Insured per policy. (Rs. In Cr.)
1 st Provision	03	43.13
2 nd Provision	02	53.92
3 rd Provision	01	86.26

*Bidder has to fulfill any one provision (1st Provision / 2nd Provision / 3rd Provision) to qualify the BEC. Note 1:

Bidder(s) can quote any one part (A / B / C) individually or multiple parts clubbed together. However, bidder(s) must quote for all policies under individual Part. Any bidder(s) who do not quote for all policies under individual Part shall not be further evaluated for that Part.

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However, the bidder has to individually qualify the part(s), which they intended to participate in.

The part(s) quoted by the bidder must be clearly specified at the time of submission/uploading of bid in their covering letter failing which the bid shall not be considered for further evaluation.

1.4 Minimum Solvency Margin:

Minimum Solvency Margin is applicable other than Public Sector General Insurance Companies (PSGICs) and minimum Solvency Margin **should be 150% (or 1.5 times)** as per IRDA Guidelines, based on last audited financial statement. In case the Minimum Solvency Margin is less than 150% (or 1.5 times) and IRDA has accepted the financial plan submitted by the bidder in accordance to the Insurance Act, 1938 / IRDA guidelines, such bidder shall also be considered acceptable provided bidder submit the copy of IRDA acceptance / acknowledgment, to such plan.

Sl. No.	Brief Description	Part-A (1.1)	Part-B (1.2)	Part-C (1.3)
1	Solvency Margin	Not Applicable	Applicable	Not Applicable

1.5 Relaxed Norms for Startups in technical criteria (prior experience): Not applicable in this tender.

1.6 Documents/Documentary Evidence required to be submitted by the bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 ,1.2, 1.3 & 1.4:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
	1.1 (For Part-A)	Technical Experience Criteria – Document [All documents (for Part-A) to be uploaded (submitted) must be self-Certified/attested]	
1	1.1.1 (For Part-A)	Registered Indian Insurer as Non-Life Insurer	Bidder needs to submit / upload copy of latest registration certificate / license issued by IRDA (along-with copy of IRDA Acknowledged Receipt for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under non-life insurance sector for meeting BEC.

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
2	1.1.2 (For Part-A)	Experience against Execution of 'Transit Insurance Policy or Marine Open Cargo Policy' as Sole Insurer / Lead Insurer	Bidder needs to submit / upload copy of Insurance Policy clearly showing the sum insured and the risks covered so as to comply with the stipulation of BEC under reference.
	1.2 (For Part-B)	Technical Experience Criteria – Document [All documents (for Part-B) to be uploaded (submitted) must be self-Certified/attested].	
3	1.2.1 (For Part-B)	Registered Indian Insurer as Non-Life Insurer	Bidder needs to submit / upload copy of latest registration certificate / license issued by IRDA (along-with copy of IRDA Acknowledged Receipt for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under non-life insurance sector for meeting BEC.
	1.3 (For Part-C)	Technical Experience Criteria – Document [All documents (for Part-C) to be uploaded (submitted) must be self-Certified/attested].	
4	1.3.1 (For Part-C)	Registered Indian Insurer as Non-Life Insurer	Bidder needs to submit / upload copy of latest registration certificate / license issued by IRDA (along-with copy of IRDA Acknowledged Receipt for annual renewal fees for current year) showing that the bidder is a registered entity as Non-Life Insurer and has a license to carry out Insurance Business in India under non-life insurance sector for meeting BEC.
5	1.3.2 (For Part-C)	Experience against Execution of 'Standard Fire and Special Perils Insurance Policy' as Sole/ Lead Insurer	Bidder needs to submit / upload copy of Insurance Policy clearly showing the sum insured and the risks covered so as to comply with the stipulation of BEC under reference.
6	1.3.3 (For Part-C)	Experience against Execution of 'Bharat Griha Raksha Policy' as Sole Insurer / Lead Insurer	Bidder needs to submit / upload copy of Insurance Policy clearly showing the sum insured and the risks covered so as to comply with the stipulation of BEC under reference.

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
7	1.3.4 (For Part-C)	Experience against Execution of One 'Burglary Policy (including Theft & RSMD) as Sole Insurer / Lead Insurer	Bidder needs to submit / upload copy of Insurance Policy clearly showing the sum insured and the risks covered so as to comply with the stipulation of BEC under reference.
8	1.4 (For Part B)	Solvency Margin	Minimum Solvency Margin is applicable to other than Public Sector General Insurance Companies and minimum Solvency Margin should be 150% (or 1.5 times) as per IRDA Guidelines, based on last audited financial statement. In case the Minimum Solvency Margin is less than 150% (or 1.5 times) and IRDA has accepted the financial plan submitted by the bidder in accordance to the Insurance Act, 1938 / IRDA guidelines, such bidder shall also be considered acceptable provided bidder submit the copy of IRDA acceptance / acknowledgment, to such plan. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2025-26 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) has an option to submit/upload copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, prior to FY 2025-26: i.e. FY: 2024-25 along with un-price bid and accordingly bidder's Solvency Margin shall be considered for FY 2024-25.

Note to above Bidder's Eligibility Criteria (point no. 1.0):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job

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executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.

- (ii) *Experience of bidder acquired as a Sub-Contractor can be accepted against submission of certificate from end-User / Owner / PMC by such bidder along with other specified documents. A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, subject to submission of following documents in support of meeting the "Bid Evaluation Criteria":*
- a) *Documentary evidence / Certificate by the end-User / Owner / PMC, with regards to approval of Bidder / engaging Bidder / execution by the Bidder as a Sub-Contractor to the Main Contractor.*
 - b) *Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).*
- (iii) *The cut-off date for meeting the criteria of BEC of the tender shall be the due date for un-priced bid opening.*
- (iv) *Only documents (Insurance Policies, Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents may be asked in TQ/CQ and considered for evaluation. i.e. No new reference/Policies/PO/WO/LOA to be submitted by the bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid. Any new document submitted against representation option provided on GeM portal shall also not be considered for revaluation of bid.*
- (v) *Procurement from a bidder which shares a land border with India: Applicable as per ITB.*
- 2.0 Methodology for Evaluation of Bids:**

EVALUATION OF BIDS FOR DETERMINING INTER-SE POSITION, SHARING PATTERN AND AWARD:

- 2.1 *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".*
- 2.2 *Bidders shall quote the total contract value/Premium Amount (inclusive of GST) for each Part as a single lot on a LUMPSUM basis on the GeM Portal.*
In addition to the above, bidders are required to submit the Price Break-up as per the prescribed Bill of Quantities (BOQ) format in the financial bid on the GeM Portal. The Price break-up will not be considered for L1 evaluation but shall be a part of the contract.

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In case of any discrepancy between the LUMPSUM price quoted on the GeM Portal and the uploaded Price Break-up, the LUMPSUM price quoted on the GeM Portal shall prevail. The break-up prices shall be modified on a pro-rata basis limited to the landed cost corresponding to the LUMPSUM quoted price. Further, any discrepancy observed in the bid shall be communicated to the bidder with a specified target date for response. If the bidder does not agree with the observation, the bid shall be liable to be rejected and action shall be taken as per tender condition.

- 2.3 *The evaluation will be done on Part-wise basis (Part-A & Part-B & Part-C separately). Total quoted price including GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.*
- 2.4 *Part-A consists of Marine Open Policy and the evaluation for comparison of bids shall be on L1 basis including GST.*
- 2.5 *Part-B consists of Public Liability Act Policy (Statutory Cover), Public Liability Act Policy (Statutory Cover)-ERF, Commercial General Liability (Non-Statutory Cover) and Directors & Officers Insurance (D&O) Liability Policy and the evaluation for comparison of bids shall be on L1 basis including GST. Accordingly, bidder must quote for **all the three policies** and qualify for the same. GST on Public Liability Act Policy (Statutory Cover)-ERF is not applicable.*
- 2.6 *Part-C consists of Standard Fire & Standard Perils Policy, Bharat Griha Raksha Policy, Burglary Policy, All Risk Policy for Laptop and Electronic Equipment Insurance Policy. The evaluation for comparison of bids shall be on an overall L1 basis including GST. Accordingly, the bidder must quote for **all the five nos. of policies** and qualify for the same.*
- 2.7 *If a bidder quotes for any one part or any of the two parts or all the three parts and qualifies for either of a part (i.e. Part-A or Part-B or Part-C) or combinations of any two parts (i.e., Part A & B or Part A & C or Part B & C) or all the three parts (Part A & B & C), its bid will be considered for priced bid opening only for the part(s) which the bidder individually qualifies.*
- 2.8 *The situation of tie to be handled as per tie breaker methodology of GeM.*
- 2.9 **Preferences:**
- i) ***Purchase preference for Micro and Small Enterprises (MSEs) Order, 2012: Not applicable in this tender.***
 - ii) ***Purchase preference under PPP-MII: Not applicable in this tender.***
 - iii) ***Purchase Preference to CPSEs-Not Applicable.***

.....

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Annexure-I to Section-II

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.: _____ Date: _____

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

.....
.....
.....

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref: _____ Tender no. for

M/s having Registered office at intend to participate in above referred tender of M/s Brahma Putra Cracker and Polymer Limited having registered office at 1st Floor, House No-6 Bhuvan Road, Uzan bazar Guwahati, Assam, Pin-781001.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.



SECTION – III

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



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SECTION-III

INSTRUCTION TO BIDDERS

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[NOT APPLICABLE IN THIS TENDER]
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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /BidDocument**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

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

Bidders marked “Suspended” on GeM (but eligible as per BCPL’s Tender Document) will be evaluated as per terms & conditions of the Tender Document.

If the bidding documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of Contract, the same has to be promptly informed to BCPL by the Bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course

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of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

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

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/JV's/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

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

- 2.7 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 (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

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
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by

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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.

2.8 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.

3 **BIDS FROM "CONSORTIUM"** - NOT APPLICABLE

4 **ONE BID PER BIDDER:**

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

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

they have controlling partner (s) in common; or

they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

they have the same legal representative/authorized signatory/agent for purposes of this bid; or

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

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.

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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;

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 Format F-5.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

Alternative Bids shall not be considered.

The provision mentioned at sl. no. (4.1), (4.2) and (4.3) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.

5 COST OF BIDDING:

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

6 SITE VISIT:

6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.

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

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

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[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

7.1 The contents of Bidding Documents / Tender Document are those stated below shall be 'Bid specific Additional Terms and Conditions (ATC)' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format**
- Section-IV : General Conditions of Contract [GCC] *** [Not applicable in this tender]
- Section-V : Special Conditions of Contract [SCC] & Scope of Work[SOW]
- Section-VI : Health, Safety Environment [HSE] Specifications
- Section-VII : Bill of Quantities [BOQ]/Price Break-up/SOR

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

*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 maybe seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

*** General Conditions of Contract – Service is available on BCPL's Tender website

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

8 CLARIFICATION OF TENDER DOCUMENT:

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS or on GeM portal 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 due date of submission of bid in cases where

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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 GeM portal / communicated to prospective bidders by e-mail.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 **AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – **PREPARATION OF BID**

10 **LANGUAGE OF BID:**

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

11. **DOCUMENTS COMPRISING THE BID:**

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows:

11.1 **"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.

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- (c) Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) Copy of EMD / Declaration for Bid Security as per provision of ITB.
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Class-I Local Suppliers bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP-MII), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*, if applicable. (***Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not***).
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13' – Not applicable
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

- i) The Prices are to be submitted strictly as per the Price bid /Schedule of Rate on GeM portal. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

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

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

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

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12 BID PRICES:

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by BCPL.

12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 GST (CGST & SGST/UTGST or IGST)

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any

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equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor 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.

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

Beyond the contract 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 Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST 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.

- 13.5.2 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.

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

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13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

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

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

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

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

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such



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GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

13.10 Anti-profiteering clause:

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

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

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

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

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

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

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

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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions

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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-15 along with documents for release of payment.

13.15 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

13.16 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.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified

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additional period on GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT (EMD): Not applicable in this tender.**

16.1 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' / Insurance Surety Bond' / 'Fixed Deposit Receipt' [in favour of Brahmaputra Cracker and Polymer Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F 2B of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

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

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of BCPL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-TENDER no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of online transactions, submission of EMD in original is not applicable.

16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (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 Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG

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from issuing bank.

- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1, 16.2 & Clause-16.3” may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Bid Validity’ period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) Acknowledge receipt of the “Notification of Award” / Fax of Acceptance [FOA]”,
 - (ii) furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause No. 38”
 - (iii) Accept ‘arithmetical corrections’ as per provision of clause No. 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. **However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.**

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers. If the major activity of the MSE is Trading/Services(Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. MSMEs under such

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categories are eligible only for availing Priority Sector Lending benefits. However, irrespective of product category, the benefits of Public Procurement Policy w.r.t. exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. Further, for considering Purchase Preference benefits, the bidder should be a Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond:

- (i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- (ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- (iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- (iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- ~~(v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).~~
- (vi) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (vii) Central/State PSUs.
- (viii) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.

Note: The MSE/ Udyam registration certificate 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 for availing MSE benefits.

16.10 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank

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Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

- 16.11 In case of forfeiture of EMD/ Bid Security, 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.
- 16.12 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause No. 16.9 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE):

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that the bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID:

- 18.1 The Bid shall be typed or written in indelible ink [in the case of copies, photocopies are

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also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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

19 **ZERO DEVIATION AND REJECTION CRITERIA:**

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

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.

19.2 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Documents shall lead to summary rejection of Bid:

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- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Service Providers electronically and to facilitate the payments electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

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23 LATE BID:

23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.

23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID:

24.1 Modification and withdrawal of bids shall be as follows:

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

25.1 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.

25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of BCPL shall not be subject to review:

a) Determination of the need for procurement;

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- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) 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
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 **BID OPENING:**

26.1 **Un priced Bid Opening:**

BCPL will open unpriced bids at the schedule date & time.

26.2 **Priced Bid Opening:**

- 26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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

- 26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

27 **CONFIDENTIALITY:**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 **CONTACTING THE EMPLOYER:**

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.

- 28.2 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 of Corruption /



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Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents 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.

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

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

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

29.5 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

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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 :

- 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 BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 **CORRECTION OF ERRORS:** Not Applicable

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

Not Applicable. All bids submitted must be in the currency specified at clause No. 14 of ITB.

32 **EVALUATION AND COMPARISON OF BIDS:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer BDS for tie breaker criteria.

33 **COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

34 **PURCHASE PREFERENCE:** Not applicable in this tender.

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per

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Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, the applicability of EMD exemption will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal and evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid depending on selection/option made on GeM portal by L1 bidder. In case a bidder does not select the EMD Exemption and or Purchase Preference option on GeM Portal and happens to be L1 bidder, matching option to other MSE bidders may be given if appears in system.

[F] – AWARD OF CONTRACT

35 AWARD:

Subject to "ITB: Clause-29.0", BCPL will award the Contract 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 contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed".

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

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

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

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Provider). The Notification of Award/FOA will constitute the formation of a Contract. . The detailed GeM Contract / detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed GeMContract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6 **In addition to GeM Contract(s), BCPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bidopening, based on request from BCPL.**
- 37 **SIGNING OF AGREEMENT: Not applicable in this tender.**
- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]: Not applicable in this tender.

38.1 Within 30(Thirty) days of the receipt of the notification of award / FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (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 Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e- Bank Guarantee) or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:

- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149; b) Placed through Bids / RA with estimated bid value up to Rs. 5 Lakh (in case of Goods contracts); and
- c) Placed through Bids / RA with estimated bid value up to Rs. 5 Lakh (in case of Services contracts)

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 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.

38.2 The contract performance security shall be for an amount equal to specified in Bidding

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Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of GST (CGST & SGST/UTGST or IGST).

Bank Guarantee (including e-Bank Guarantee) towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. 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.

- 38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4
- 38.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and ~~forfeiture of the EMD/~~ action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 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.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD) / Banker's Cheque / Bank Guarantee (including e- Bank Guarantee) / Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security 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 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

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transaction details to the dealing officer immediately through email/letter and necessarily within 30(Thirty) days from the date of Fax of Acceptance.

- 38.8 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.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

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

3.94 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 Service Provider/Bidder 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 Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder 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 Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute

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arising in the matter.

40 **PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE): [The provision of purchase preference policy PPP for MSEs is not applicable in this tender].**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption from submission of EMD shall be as per Government e-Marketplace (GeM), GTC.
- iii) In Tender participating Micro and Small Enterprises quoting price within the priceband 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 micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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

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

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



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

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

40.3 In case Bidder is a Micro or Small Enterprise, 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 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 benefits.

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.

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

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

40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, 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.

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- 40.5 The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the Traders/Dealers/Distributors/Stockiest/Wholesalers. If the major activity of the MSE is Trading/Services(Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. However, irrespective of product category, the benefits of Public Procurement Policy w.r.t. exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. Further, for considering Purchase Preference benefits, the bidder should be a Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.
- 40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.
- Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:
- M/s A. TREDS (Invoicemart), Mumbai
- MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.
- 40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

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- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION:

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

43. INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 TDS

- (i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file 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%

43.4 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.



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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.

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.
- (i) 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.
- (ii) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract
- (iii) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

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 Conciliation in accordance with the BCPL Conciliation Rules, 2025 as below:

2. CONCILIATION

Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2025 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per above clause, may be referred for conciliation in accordance with BCPL Conciliation Rules 2025 as amended from time to time. A copy of the said rules have been made available on BCPL web site i.e <https://bcplonline.co.in/>.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and BCPL Conciliation Rules, 2025. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

3. ARBITRATION

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All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 3.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, and Conciliation as per BCPL Conciliation rules, 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 3.1 below or Institutionalized Arbitration as provided at Clause 3.2 below, the remaining clauses from 3.3 to 3.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 3.1 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))/ Panels of Arbitrators maintained by Gauhati High Court to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

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

OR

- 3.2 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.
- 3.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 3.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam only.
- 3.5 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 Guwahati.
- 3.6 List of Excepted matters:

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- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.10 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.

3.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 10 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 10 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

4. GOVERNING LAW AND JURISDICTION:

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.

45. 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 its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

Not Applicable

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO

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SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49 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)- **Not applicable in this tender.**

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

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50 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 has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

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

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

51 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING

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CHARTERED ACCOUNTANTS

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.

52. ANJANI PORTAL

~~BCPL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, BCPL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/firmlogin.aspx>). Accordingly, Contractor/Service Provider/Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~

~~Further, User Manual is also available on aforesaid portal.~~

53. DOCUMENTS FOR PAYMENT:

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

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

~~Further, BCPL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / 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.~~

54. ORDER TRANSMITTAL SYSTEM: **FOR APPLICABILITY OF THE CLAUSE REFER BDS**

~~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/firmUserLogin.aspx.~~

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be~~



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~~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.~~

55. ASSIGNMENT/SUBLET

The following is added to the Clause No. 2.23 of General Conditions of Contract (GCC) -Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not meansub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.

56. INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.1.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) Detailed Letter of Acceptance along with its enclosures
- ii) Fax of Acceptance
- iii) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- iv) Drawings (if any)
- v) Special Conditions of Contract (SCC)
- vi) Technical Specifications (wherever applicable)
- vii) Instructions to Bidders (ITB)
- viii) Other Documents

~~Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.~~

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.1.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose

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of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.1.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.1.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.1.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

.....

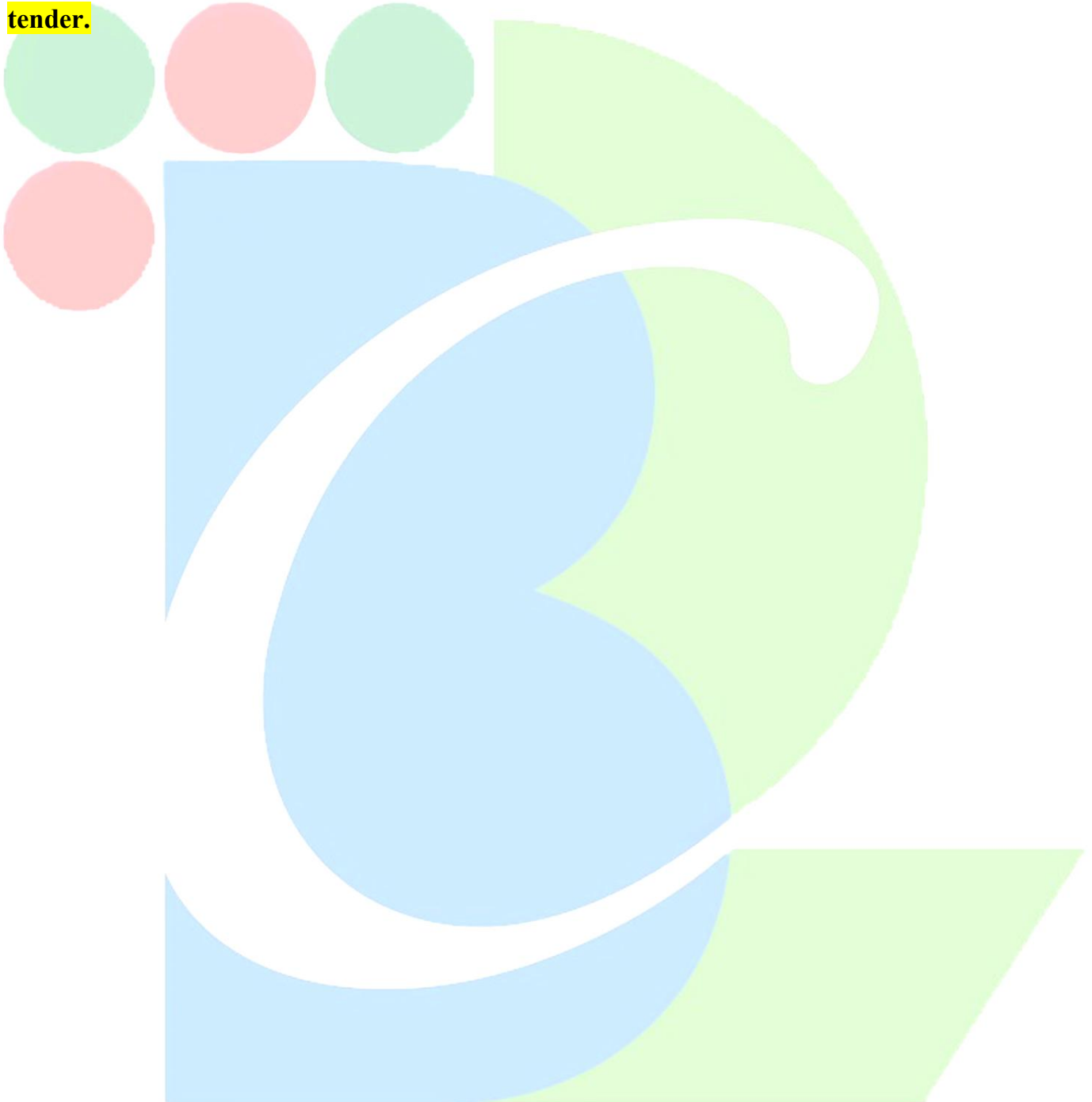


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Annexure-A

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



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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
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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

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

Explanation —

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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



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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

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Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]



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Form-I-A of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir,

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which shares a land border with India, has been
registered with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Form-I-B of Annexure-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology Cases only)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

<https://doe.gov.in/procurement-policy-divisions>

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

- (i) The Bidder does not have ToT with such a country []
- (iii) If the Bidder is having ToT from such a country []
which share a land border with India, has been
registered with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

- | | | |
|------|--|---------|
| (i) | Bidder is not from such a country | [] |
| (ii) | If the Bidder is from such a country which share a land border with India, has been registered with the Competent Authority.
(Evidence of valid registration by the Competent Authority to be attached by the bidder) | [] |

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

We further certify that we 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 we fulfill all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting / Print and Digital Media
(iii)	Defence
(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

Annexure-C

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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NOT APPLICABLE

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017



" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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Annexure-I

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

A Definitions:

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improper 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~~ w.r.t. 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;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - All successor agency will also be considered as allied agency.

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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 BCPL'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 as per procedure mentioned at Clause No. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in Para E, 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 (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.

In addition to the above, Recovery of Payments including advance payments made, if any, along with interest thereon at the prevailing rate shall be recovered.

Suspension of order/ contract:

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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:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) 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 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 Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (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:

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Sl. 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 BCPL/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 BCPL	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 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 Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price, BG/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~~ **[PROVISION STANDS DELETED]**

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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~~D.1 Initiation of Suspension~~

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

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

~~D.2 Suspension Procedure:~~

~~D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.~~

~~D.2.2 During the period of suspension, no new business dealing may be held with the Agency.~~

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

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

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

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

~~D.3 Effect of Suspension of business:~~

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

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



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

D.3.2.1 — after issue of the Tender Document but before opening of Part I/Technical Bid, the Bid submitted by the Agency shall be ignored.

D.3.2.2 — after opening Part I/ Technical Bid but before opening of Part II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

D.3.2.3 — after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D.3.3 — The existing contract (s)/ order (s) under execution shall continue.

D.3.4 — Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. — Appeal against the Decision of the Competent Authority:

E.1 — The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.

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

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

F. — Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

.....



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Annexure-II

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 OBJECTIVE

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

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

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

4.0 EXCLUSIONS:

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

- Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- 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 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- 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.
- 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



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- 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**
 - (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 (under relevant clause of GCC- Services)
- (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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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 Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 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.

5.3 FOR OPERATION & MAINTENANCE

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- 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.
- 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

- 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.



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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**

(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 (under relevant clause of GCC- Services)

(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).

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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.

6.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY:**

6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 **EFFECT OF HOLIDAY:**

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.

7.2 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.

7.3. Effect on other ongoing tendering:

7.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 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.

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7.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party 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.

8.0 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.

9.0 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.

10. 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 receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL

11. 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. 5.1 (v) and 5.3 (v).

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



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12. 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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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:

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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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Annexure-2

BRAHMAPUTRA CRACKER AND POLYMER LIMITED PERFORMANCE RATING DATA SHEET [PRDS] (FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (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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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
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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
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ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks

iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

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1.3 RELIABILITY PERFORMANCE

20 Marks

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

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ANNEXURE-III

NOT APPLICABLE IN THIS TENDER



" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL											
ITB Clause	Description										
1.1	The Employer/Owner is: BRAHMAPUTRA CRACKER AND POLYMER LIMITED										
2.1	The name of the Services to be performed is: "INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL										
3	BIDS FROM CONSORTIUM / JOINT VENTURE- NOT APPLICABLE										
B. BIDDING DOCUMENT											
ITB Clause	Description										
8.1	For clarification purposes only, the communication address is: Attention: Mr. Bhaskar Barman Address: BRAHMAPUTRA CRACKER AND POLYMER LIMITED Floor/Room number: Administrative Building C&P dept. City: Lepetakata, Dibrugarh, Assam ZIP Code: 786006 Country: India Mobile No.: 8811047616 Email: debajyoti@bcplindia.co.in										
C. PREPARATION OF BIDS											
ITB Clause	Description										
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): Refer SCC & Scope of Work										
12	Additional Provision for Schedule of Rate / Bid Price are as under:										
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td><td>√</td></tr> <tr> <td>NO</td><td>X</td></tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td><td>BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam</td></tr> <tr> <td>PAN No.</td><td>AADCB2356E</td></tr> <tr> <td>GST No.</td><td>18AADCB2356E1ZY</td></tr> </table>	YES	√	NO	X	Services to be rendered at	BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam	PAN No.	AADCB2356E	GST No.	18AADCB2356E1ZY
YES	√										
NO	X										
Services to be rendered at	BRAHMAPUTRA CRACKER AND POLYMER LIMITED Lepetkata, Dibrugarh, Assam										
PAN No.	AADCB2356E										
GST No.	18AADCB2356E1ZY										
14	The currency of the Bid shall be INR										
15	The bid validity period shall be 03(Three) months from final 'Bid Due Date'.										
16.1, 16.10	In case ' ~~Earnest Money / Bid Security~~ ' or " ~~Contract Performance Security~~ " is in the										

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

A. GENERAL					
ITB Clause	Description				
and 38.6	~~form of 'Demand Draft' or 'Banker's Cheque' / 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, payable at LEPETKATA / DIBRUGARH.~~ ~~In case of submission through ONLINE banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc., the details of BCPL's Bank account are as under:~~ ~~Account Holder Name: BRAHMAPUTRA CRACKER AND POLYMER LIMITED~~ ~~Bank Name: STATE BANK OF INDIA~~ ~~Branch Address: CAG II, New Delhi~~ ~~Account No.: 35662071729~~ ~~IFSC: SBIN0017313~~ ~~Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account.~~ ~~BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:~~ ~~Name of Bank: ICICI Bank~~ ~~Branch: GUWAHATI FANCY BAZAR~~ ~~IFSC: ICIC0000543~~ ~~The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:~~ <table border="1"> <thead> <tr> <th><u>Field Number</u></th><th><u>Particulars (to be mentioned in Row 1)</u></th></tr> </thead> <tbody> <tr> <td>7037</td><td>BCPL566911048</td></tr> </tbody> </table>	<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>	7037	BCPL566911048
<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>				
7037	BCPL566911048				
D. SUBMISSION AND OPENING OF BIDS					
ITB Clause	Description				
4.0 of IFB	For the submission of physical document as per Clause No. 4.0 of IFB, the Owner's address is: Attention: Mr. Debajyoti Das, SM(C&P) Address: BRAHMAPUTRA CRACKER AND POLYMER LIMITED Floor/Room number: Administrative Building, C&P dept. City: Lepetakata, Dibrugarh, Assam ZIP Code: 786006 Country: INDIA Mobile No.: 9954195756				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB Clause	Description				
32	Evaluation Methodology is mentioned in Section-II. Tie-breaker methodology available on GeM portal will be followed.				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Micro & Small Enterprises (MSEs)				

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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

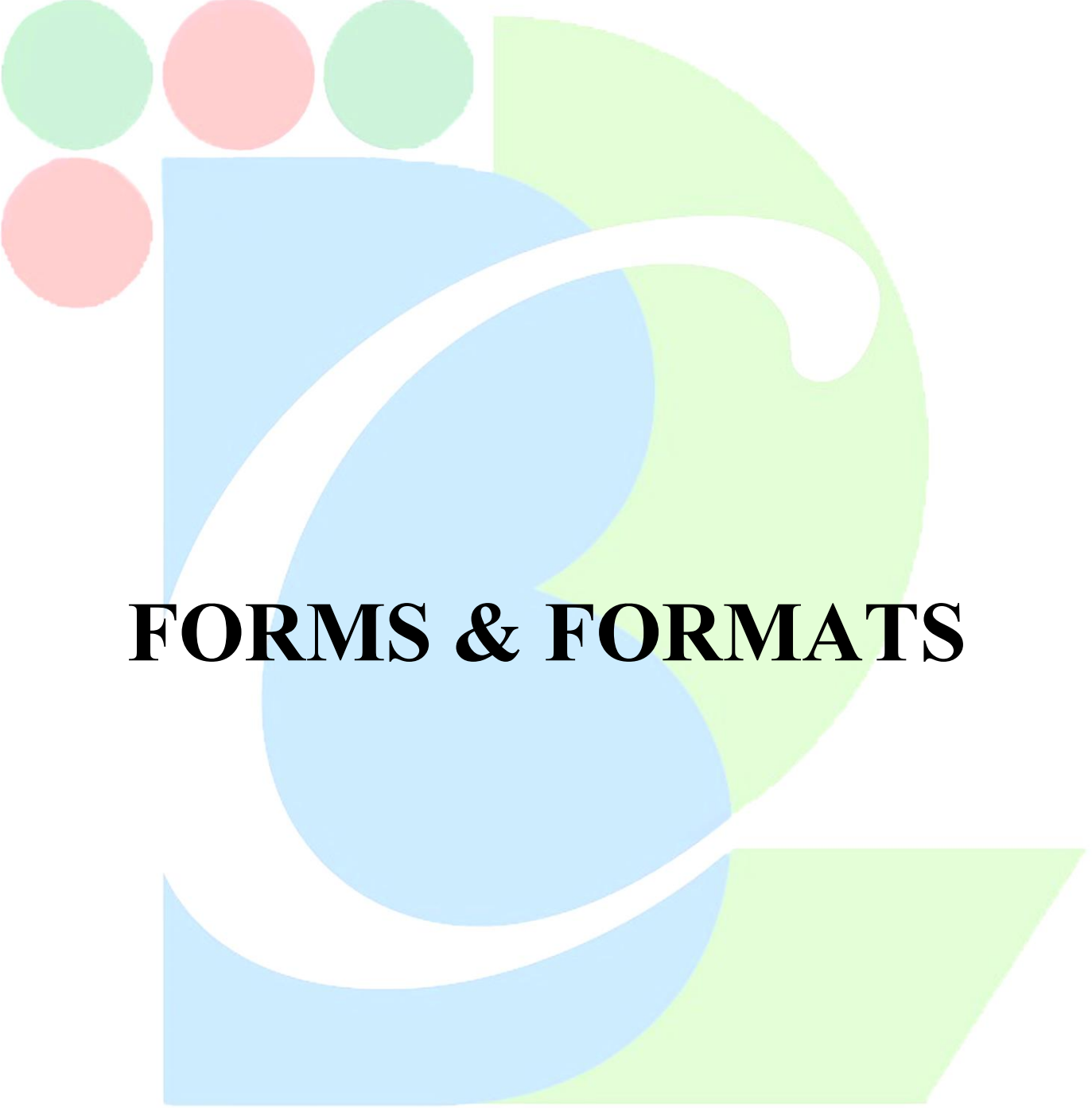
A. GENERAL		
ITB Clause	Description	
	ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017.	
F. AWARD OF CONTRACT		
ITB Clause	Description	
37	State of India which stamp paper is required for Contract Agreement: ASSAM	
38	Contract Performance Security/ Security Deposit: Not applicable	
	APPLICABLE	x
	NOT APPLICABLE	√
40	Whether tendered item is non-split able or not divisible:	
	YES	√
	NO	X
41	Provision of AHR Item:	
	APPLICABLE	√
	NOT APPLICABLE	x
44.1	Quarterly Closure of Contract:	
	NOT APPLICABLE	√
	APPLICABLE	x
49	Applicability of provisions relating to Startups:	
	APPLICABLE	√
	NOT APPLICABLE	x
54	Applicability of provisions relating to Order Transmittal System:	
	APPLICABLE	x
	NOT APPLICABLE	√

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2A	DECLARATION FOR BID SECURITY
F-2	~~PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"~~
F-3	LETTER OF AUTHORITY
F-4	~~PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"~~
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	~~FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE~~
F-10	~~FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER~~
F-11	BIDDER'S QUERIES FOR PRE-BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	~~INTEGRITY PACT~~
F-14	FREQUENTLY ASKED QUESTIONS
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others 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, Aadhaar 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: In case of Partnership firm, provide current address of the firm for ordering purpose.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City:

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

		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 is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
14	GST No. (refer sl. no. 7 above)	
15	Vendor Classification Mark (v) on the applicable one	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
16	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
17	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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	In case of Start-up 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 exceed Rs.100 Crores.	
18	Confirm compliance to one bid per bidder as per ITB clause no. 4	
19	Confirm submission of the following forms in line with Land border share Clause: a) FORM-IA of Annexure-B b) FORM-IB of Annexure-B c) FORM-II of Annexure-B	a) Yes / No b) Yes / No c) Yes / No
20	Applicable GST % in this instant tender	
21	Confirm if the rates are quoted / submitted in this instant tender are including GST.	
22	Confirm to submit all forms & formats (from F-1 to F-15) along with the bid document	

Note: *BCPL intends to place the Order/Contract directly on the address from where Goods are produced / dispatched. 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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

FORMAT F-2A

DECLARATION FOR BID SECURITY

~~[Applicable for Bidder to whom exemption is allowed as per Clause No. 16.9 of ITB]~~

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: " ~~INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C~~" FOR BCPL

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: _____

" ~~INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C~~" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

OR

FORMAT F-2

[Applicable for Bidder other than the exempted bidders as per Clause No. 16.9 of ITB]

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

(To be stamped in accordance with the Stamp Act)

To, M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	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) 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 instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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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.

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

WITNESS:

(SIGNATURE) _____

(NAME) _____

(SIGNATURE) _____

(NAME) _____

Designation with Bank Stamp

E-Mail ID: _____

Telephone/Mobile No.: _____

(OFFICIAL ADDRESS) _____

Attorney as per _____

Power of Attorney No. _____

Date: _____

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

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

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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	÷		



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-3

LETTER OF AUTHORITY

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

Ref: _____ Date: _____

To, _____
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: " ~~INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C~~ " FOR BCPL

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:

- (i) 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 Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre Bid Meetings' /'Un-priced Bid Opening'.

" ~~INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C~~ " FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" (not applicable)

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LIMITED 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

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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

M/s. _____ and such postponement
forbearance would not have the effect of releasing the bank from its obligation under this debt.

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

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY
(NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY,
BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

10. ~~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 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

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 Clause No. 38.2 of ITB [Section-III] of Tender Document.~~
- ~~3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.~~
- ~~4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.~~
- ~~5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.~~

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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

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	PURCHASE ORDER/ LOA 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				



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

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AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL

This Format 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. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
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 that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Pricebid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted /included applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code(SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	

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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
4.5	Bidder confirms that GST registration details have been updated on GeM portal.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	Not applicable in this tender
7.	Bidder confirms that Contract Performance Security 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 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.	Not applicable in this tender
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	Not applicable in this tender
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
10.1	Confirm compliance to one bid per bidder as per ITB clause no. 4	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/ Extended bid due date of submission of bids.	
12.	Bidder furnishes 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] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.9 of Section-III].	Not applicable in this tender
13.	Bidder confirms that: (i) None of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL OR	

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	(ii) The bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
14.	All correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge 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. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
19.	Bidder to ensure all documents as per tender including Clause No. 11 of Section III and all Formats are included in their bid	

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
20.	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.	
21.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Meeen only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
22.	Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC- Services.	Not applicable in this tender
23.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcpionline.co.in)] 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.	

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
24.	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.	
25.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	Not applicable in this tender
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
27.	In case of any variance in the terms and conditions between GeM Contract and SAP PO/LOA, the terms and conditions of SAP PO/LOA shall prevail.	
28.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BCPL's decision in this regard shall be final.	
29.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. (Applicable only for MSE Bidders).	
30.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the 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:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

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 :

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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

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BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: As per Section-II, only documents (Insurance Policies, Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents may be asked in TQ/CQ and considered for evaluation. i.e. No new reference/Policies/PO/WO/LOA to be submitted by the bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid. Any new document submitted against representation option provided on GeM portal shall also not be considered for revaluation of bid.

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-8 (A)

CHECK LIST

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

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

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	Signed & stamped tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document along with unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorised person(s)		
4.0	Confirm that the price part is uploaded in GeM portal.		
5.0	Confirm that Undertaking as per Form 1 of Annexure III to Section III has been submitted (applicable for MSE and PP LC bidder).		
6.0	Confirm that Undertaking as per Form 2 to Annexure III to Section III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form 3 to Annexure III to Section III are submitted.		
7.0	Confirm that Undertaking as per Form 1 to Section II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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F-8(B)

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	(a) (b) (c)		Yes/No	
2.	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	
3.	Any other technical criteria in BEC	(a) (b) (c)		Yes/No	
Financial BEC					
1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report,	Submitted	Yes/No	

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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
		~~Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.~~ ~~If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.~~	~~(Mention specific year.....)~~ ~~Submitted / Not Applicable~~ ~~(Bidder to tick appropriate option)~~		
4.	Format for Details of financial capability of Bidder	~~Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).~~	~~Submitted~~		

Place:
Date:

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



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-9

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's ~~LETTER HEAD~~)

Date: _____

To,

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

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory _____:

Designation _____:

Stamp _____

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks
shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks
can jointly provide line of credit to the bidder.—



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Page 1 of 2

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

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

A. ~~AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:~~

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
~~Average Annual Financial Turnover during the last three financial years (A/3)~~	

B. ~~NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:~~

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions on page 2 of 2***

Note:

- 1.0 ~~It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]~~
- 2.0 ~~We confirm that above figures are after referring instructions at page 2 of 2 of F-10.~~
- 3.0 ~~Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them~~

Name of Audit Firm: _____ [Signature of Authorized Signatory]

Chartered Accountant/CPA _____ Name:

Date: _____ Designation:

Seal:

Membership No.:

UDIN:

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ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Page 2 of 2

Instructions for Format F-10:

1. ~~The financial year would be the same as one normally followed by the bidder for its Annual Report.~~
2. ~~The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.~~
3. ~~For the purpose of this Tender document:~~
 - (i) ~~Annual Turnover~~ shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria
 - (ii) ~~Working Capital~~ shall be "Current Assets less Current liabilities" and
 - (iii) ~~Net Worth~~ shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.
4. ~~Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.~~
5. ~~This certificate is to be submitted on the letter head of Chartered Accountant/CPA.~~

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

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BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	SEC. NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE: The Pre-Bid Queries may be sent by fax / e-mail debajyoti@bcplindia.co.in before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB or before Pre-Bid date & time mentioned in GeM bidding document. Comment/ clarification on the query shall be sent on E-mail.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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

REAL TIME GROSS SETTLEMENT(RTGS)/NATIONAL ELECTRONIC FUND TRANSFER(NEFT) MANDATE FORM

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Account holder/Beneficiary name:
 - b) Name of Bank
 - c) Name of branch
 - d) Branch code:
 - e) Address:
 - f) Telephone number:
 - g) Type of account (current/savings/Overdraft/CC account etc.)
 - h) Account Number:
 - i) IFSC code of the bank branch
 - j) Reason (if) Vendor (sl. No. 1) and Account holder /Beneficiary name(sl. No. 5(a))is not the same.

I/We hereby authorize Brahma Putra 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 Brahma Putra Cracker and Polymer Ltd. responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

Bank stamp:

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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INTEGRITY PACT

[Not applicable in this tender]

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" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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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
3.0	Is attending Pre-Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However, attending Pre-Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for GeM portal?	Refer training module presentations and FAQs as available on GeM portal.
6.0	~~Are there are any MSE (Micro & Small Enterprises) benefits available?~~	~~Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.~~
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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F-15

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. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL.

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 (✓ or X) 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:



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SECTION – IV

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

[Not applicable in this tender]

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SECTION – V

**SPECIAL CONDITION OF CONTRACT
(SCC) & SCOPE OF WORK (SOW)**

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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PART-A **SCC FOR MARINE PURCHASE TURN OVER POLICY/MARINE OPEN POLICY**

1.0 TIME PERIOD OF POLICY COVER:

For a period of 1 year from 1st July 2026 to 30th June 2027.

2.0 Premium Payment Terms:

In 3 installments:

1st Installment @50% to be paid on commencement of the policy.

2nd Installment @25% to be paid on last day of the third month from the date of commencement.

3rd Installment @25% to be paid on last day of the sixth month from the date of commencement.

PART-A **MARINE PURCHASE TURN OVER POLICY/MARINE OPEN POLICY**

Annexure - A

Marine Purchase Turnover Policy

Client Name: Brahmaputra Cracker & Polymer Ltd.

Mailing Address: Lepetkata, P. S. Barbaruah, Dibrugarh,
Assam 786 001

Policy Period: 01/07/2026 to 30/06/2027

Policy Type: Purchase Turnover

Covering all types of transaction including but not limited to the following:

Inland Purchase including capital items – new/old, Import of raw material, semi-finished Goods, Capital Items, stores & spares, Return shipment/transit for new and damage consignment, To and fro transit from Assured's premises to the repairing workshop for repairing of the machinery items within India and abroad and any other items related to Assured's trade, Customs duty and any other duties leviable on the product of the Insured.

Subject Matter: **Inland Purchases** – All incoming materials i.e. Raw materials, Semi-Finished Goods, Catalyst, Lube oil & other oils, Additives, Chemicals, packing material, stores materials and consumables, spares and capital items – including old/new and any other material related to insured's trade.

Import Purchases – All incoming materials i.e. raw materials, semi-finished goods, consumables, catalyst, lube-oils, additives, chemicals, packing materials, store

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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materials, spares and capital items old/new and other items related to the insured's trade.

Machinery dispatched for repairing and returned to plant after repairing – All types of secondhand machine and its related components including Over dimensional cargo (New/Secondhand)

All new capital items to be covered under all risk terms.

Custom Duty – Custom duty and any other duty leviable for import and indigenous consignment

Tote bins/Containers Transit - Filled and Empty Tote bins/Containers.

Stock Transfer/Inter Unit Transfer: Various kind Raw Materials related to the trade including Capital Goods, Store, Spare and Consumable Items.

Packing Details:

Inland Purchase – Cases, Crates, Boxes, Container, and any other mode of packing suitable for transportation of the goods, The OD cargo and Bulk cargo will be dispatched without packing. (Standard & Customary)

Import Purchase – Same as above

Machinery /capital goods going for repairing and repaired machinery coming to plant – Same as above.

Stock Transfer/Inter Unit Transfer - Same as above

Transit Details:

Inland Purchase – From AW in India to AW in India

Import Purchase – From AW in the World to AW in India

Machinery going for repairing and returned to the Assured's Plant after repairing

(i) From AW in India to AW in India and

(ii) AW In India to Anywhere in the World and visa-versa

Purchase return of Sound goods: From Anywhere in India to Anywhere in India and from Anywhere in India to Anywhere in the World.

Returned shipment of damage goods: From accident spot to the Assured's factory and Vice Versa i.e.

(i) Anywhere in India to Anywhere in India

(ii) Anywhere in India to Anywhere in the World

Tail end transit: From any Indian Port/Airport to the final destination of the Assured anywhere in India

Tote bins/Containers Transit: Filled Tote bins/Containers from Anywhere in India including any Indian Port to Insured's Plants and empty Tote bins/containers from Insured's Plant to Anywhere in India including Any Indian Port until placed on board



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High Sea Purchase: The policy covers high sea purchase subject to Incoterms 2020

Stock Transfer/Inter Unit Transfer - Anywhere in India to Anywhere in India

Conveyance/Mode of transit: **Inland Purchase** – Road, Rail, Air, courier, Registered post parcel Inland vessel, Barges and any other mode of conveyances suitable for carriage of the goods

Import Purchase – Same as above

Machinery going for repairing and repaired machinery coming to plant – Same as above

Tote bins/Containers Transit – Rail, Road, courier and any other mode of conveyance engaged for carriage of the consignment.

Stock Transfer/Inter Unit Transfer – Road, Rail, Air, courier, Registered post parcel Inland vessel, Barges and any other mode of conveyances suitable for carriage of the goods

Coverage

The Policy covers All Risks, War and SRCC. The policy is extended to cover Buyer's contingency Insurance, Concealed damage Clause for **60 days**, Loading and unloading risks – The other terms and conditions of the policy are specifically mentioned herein.

Extension of Duration of cover

The duration of cover under ICC-A should be extended for a further period of 120 days (60 +60) for ocean voyage, 60 days (30+30) for Air transit and 14 days (7+7) for Rail/Road transit due to the reasons beyond control of the assured subject to prompt notice given to the underwriters prior to expiry of normal duration of cover.

Tail end transit

The policy covers tail end transit from Any Indian port/Airport in India to the final destination of the Insured within India. The cover during transit shall be limited to ITC (B), TPND, Malicious damage, Impact damage, Flood and storm, Earthquake, Loading and unloading risk and SRCC, where physical inspection of the goods cannot be done by the surveyors nominated by the underwriters. However, the cover under all risk (ITC A) terms will be granted, if satisfactory report is submitted by the Surveyors on condition of the goods.

Return transit

The policy covers purchase return of sound goods from Anywhere in India to Anywhere in the world and from Anywhere in India to Anywhere in India under All Risk and SRCC terms. In case of damage goods, the cover will be restricted to ICC (B)/ITC(B), Malicious damage, Impact damage, TPND, Flood, Storm, Earthquake and War/SRCC, SRCC terms.

High sea Purchase

The policy covers High Sea Purchase.

It hereby declared and agreed that, where the policy is obtained by the first buyer for the consignment purchased by him under CIF, FOB, CNF or any other INCO terms and does not assign the policy to the High sea buyer/Insured after departure of the vessel from the load port and prior to arrival of the same at

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the Dis-port, the risk under the policy obtained by the Insured will commence on the date of high sea sale agreement is executed under ICC-A and War/SRCC terms and shall terminate on delivery of the consignment at the final destination of the Insured named in the policy. The duration of cover shall be as per Clause 8 of Institute Cargo Clauses.

TPND Claims

The claim for TPND up to INR 5 lacs shall be admitted on the basis of Shortage certificate issued by the carriers. The submission of GD/FIR issued by the Police station will not be a mandatory document of the Insured.

Recovery Right

If the rights of recovery against the (Sea/Air/Road/Rail/Courier) carriers are prejudiced, the claim will be settled at 90% of the assessed amount of loss.

Clauses:

- ✓ Institute Cargo Clauses (A) -382 01/01/2009
- ✓ Institute War Clauses (Cargo) -385 01/01/2009
- ✓ Institute Strike Clauses (Cargo) -386 01/01/2009
- ✓ Institute Radioactive Contamination, Chemical, Biological, Bio-Chemicals and Electromagnetic, Weapons Exclusion Clause-370 10/11/03
- ✓ Institute Cyber Attack Exclusion Clause -380 10/11/03
- ✓ Inland Transit (Rail or Road) Clause A 2010
- ✓ Inland Transit (Rail or Road) Clause B 2010 for old/used/damage **Tote bins/Containers**
- ✓ Strike Riot and Civil Commotion Clause
- ✓ Termination of Transit (Terrorism) Clause JC 2009/056 01/01/2009
- ✓ Institute Cargo Clauses (AIR) excluding sending by post 397 01/01/2009
- ✓ Institute War Clauses (Air Cargo) 388 01/01/2009
- ✓ Institute Strike Clauses (Air cargo) 389 01/01/2009
- ✓ Registered post parcel Clause (Amended for Courier)
- ✓ Cargo ISM endorsement
- ✓ Cargo ISM Forwarding Charges Clause JC 98/023
- ✓ Sanction limitation and Exclusion Clause
- ✓ Limitation of liability (Inland Transit) Clause
- ✓ Institute Classification Clause 354 dated 01/01/2001
- ✓ Institute Replacement Clause-01/01/1934
- ✓ Bagged cargo clause
- ✓ Accumulation clause
- ✓ Debris removal clause
- ✓ Deliberate damage – Pollution hazard clause
- ✓ Testing, sorting and segregation clause
- ✓ Replacement Clause Secondhand Machine
- ✓ Duty Insurance Clause
- ✓ Additional custom duty clause
- ✓ Contingent/deemed duty clause
- ✓ Customs Clause
- ✓ Buyers' Interest Clause
- ✓ Concealed damage Clause for 30 days
- ✓ Repacking Clause
- ✓ First loss Clause
- ✓ GA in full Clause
- ✓ Returned shipment Clause



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- ✓ Returned shipment clause for damage consignment
- ✓ Seal Intact Clause
- ✓ Clauses Bill of Lading/Railway receipt Clause
- ✓ Adjustment Clause
- ✓ Multi Modal Transit Clause
- ✓ Sue & Labour Clause – As per Clause no 16 & 17 of ICC A 2009
- ✓ Replacement by Air clause.
- ✓ Payment On Account Clause
- ✓ Missing Goods Clause
- ✓ Insufficiency of Packing Clause
- ✓ Co-Mingling Clause
- ✓ Control of Damaged goods and/or Merchandise and/or property Clause
- ✓ Container, Trailer or Rail Car Demurrage Charges Clause

Additional Condition: Self survey up to claim amount Rs. 200,000

**Estimated Annual
Purchase Turnover for
2026-27:**

Rs. 2,250 Crs (including 10% incidental charges)

**Leg wise
Turnover Details
2026-27**

Inland Purchase – Rs. 2085 Cr (Including 110 Cr of Capital Goods & Machinery)
Import Purchase – Rs. 165 Cr (Including 55 Crs of Capital Goods & Machinery)
Machinery going for repairing and repaired machinery coming back to plant – Rs. 150 Cr
Customs Duty – Rs. 30 Cr
Purchase Return – Rs. 22 Cr
Tote bins/Containers – Rs. 11 Cr
Stock Transfer/Inter Unit Transfer – Rs. 77 Crs

Per Sending limit:

Inland Purchase – Rs. 40 Cr for Road Vehicle & Rs. 40 Cr for rake
Import Purchase – Rs. 40 Cr
Machinery going for repairing and repaired machinery coming to plant - Rs. 90 Cr
Customs Duty – Actual
Tote bins/Containers – Rs. 50 lacs
Stock Transfer/Inter Unit Transfer-Rs. 10Crs

Per Location Limit:

Inland Purchase – Rs. 80 Crs for Road Vehicle & Rs. 80 Crs for rake
Import Purchase – Rs. 80 Cr
Machinery going for repairing and repaired machinery coming to plant - Rs. 90 Cr
Import/Customs Duty – As per Actual
Tote bins/Containers – Rs. 1 Cr
Stock Transfer/Inter Unit Transfer- Rs. 20 Crs

Basis of valuation:

Inland Purchase – CIF + 10%
Import Purchase – CIF + 10% + Custom Duty (Actuals)

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Machinery going for repairing and returned to plant after repairing – Invoice + Freight + 10% while going for repairing and Invoice value + cost of repairing + Freight for return transit after repairing

Purchase Return – CIF + 10%

Tote bins/Containers – Depreciated Market Value

Stock Transfer/Inter Unit Transfer – Stock Transfer Invoice/Note + 10%

Deductible:

Inland Purchase – 0.25% of consignment value per conveyance

Import Purchase – 0.25% of consignment value per vessel/conveyance

Machinery going for repairing and repaired machinery coming to plant - 0.25% of consignment value per conveyance

Purchase Return - 0.25% of consignment value per conveyance

Tote bins/Containers - 0.25% of consignment value per conveyance

Stock Transfer/Inter Unit Transfer - 0.25% of consignment value per conveyance

For liquid and bulk Cargo: 0.5% of consignment value per conveyance

Buyer's Interest Clause –

1. Notwithstanding the responsibilities of the Seller on interest purchased under FOB/CFR/FCA/FAS (or any other similar terms of sale whereby the Seller is responsible for part or all of the transit risks within the country of origin) terms, the Assured has the right to hereby insure the interest from the interior at the place of origin as though the purchase was ex works subject to the terms and conditions of this policy.
2. The policy covers physical loss of or damage to the cargo insured subject to the terms and conditions as per ICC (A) as attached to the policy and the Assured has the right to claim hereunder providing that
 - (a) he has suffered a pecuniary loss due to the perils covered under ICC(A) 01/01/2009
 - (b) he has taken all reasonable steps to invoke the contract of sale and the responsibilities thereunder and has attempted to recover from the Seller and/or Seller's Insurers any pecuniary loss which he has suffered by reason of loss or damage to the subject matter from a peril insured against during the currency of the policy
 - (c) he has not divulged the existence of this insurance to the seller or the Seller's insurers
3. This insurance is not assignable to any other person who may acquire insurable interest in respect of property insured excepting a banker operating in India.
4. This extension does not cover pecuniary loss by reason of Exchange Control Regulations which apply in the country of the seller or any other country enroute to the port/place of loading
5. Warranted this insurance not to be deemed as double insurance. No claim shall be payable hereunder if either the named insured or the seller/supplier of the insured goods is entitled to indemnify under any other policy covering the same goods, which may be in existence
6. Warranted cargo shipped under deck
7. Warranted no cover in respect of purchases made on CIF/DDU/DDP terms
8. Warranted that the insured shall safeguard all contractual and other rights against the sellers, carriers and other parties concerned with the transactions and transportation of the goods covered herein. Insurers are to be subrogated to the Assured's rights against the seller, the consignor's underwriters, as well as other parties
9. This insurance excludes insolvency and financial default absolutely

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10. Claims, if any, is payable in Indian Currency only

Concealed damage clause – 60 days

It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Assured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the termination of risk hereunder.

This agreement shall, however, only apply where such loss or damage is discovered within 60 days of the termination of risk hereunder

Custom clause

Notwithstanding anything herein to the contrary, it is hereby agreed that for shipments insured against "All Risks" hereunder this Insurance is entitled to cover physical loss or damage caused by the actions of customs agents in the course of their inspection duties.

Bagged cargo clause

Excluding shortage from sound bags but including shortage from torn/burst bags with loss of quantity to be determined by the difference between the weight of the damaged bags and the average weight of an equal number of sound bags at destination subject to policy deductible, if any.

Accumulation clause

The limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge provided always that any accumulation of interests during the ordinary course of transit beyond such limits of liability shall not have arisen from circumstances within the control of the assured

Clause bills of lading/railway receipt clause

This insurance is not to be prejudiced solely by the reason of the marking of the Bill of Lading and/or Railway receipts (or like document) with a clause indicating items insufficiently packed and/or by ship-owners/ Railway Authorities limiting or nullifying their liability.

Debris removal clause

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (1) Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability there for;
- (2) The cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but is limited to 15% of the insured value of the goods lost or damaged.

Deliberate damage – Pollution hazard clause –

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This policy is extended to cover physical loss of or damage to the property assured hereunder directly caused by governmental or civil authorities acting for the public welfare to prevent or mitigate a pollution hazard or other civil disaster or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the policy (subject to all of its terms, conditions and warranties) if the property assured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This Clause does not extend to include third party liability that may arise from such an occurrence.

General average in full clause –

Insurers agree that for the purpose of claims for GA contributions and Salvage charges recoverable hereunder the subject matter is deemed to be assured for its full contributory value.

Purchase Return:

Seal intact clause

It is hereby agreed that, in respect of consignments shipped in containers, claims in respect of theft, shortage or non delivery of a whole or part of a consignment will not be invalidated by the fact that the seals appear intact. The production of discharge tally sheets and/or claused delivery notes will be sufficient evidence of the said theft, shortage or non delivery. Assured agrees to assist the Company in the enforcement of rights against the suppliers and/or third parties.

Cover under this clause is for the sole benefit of the Assured named in this policy and is not assignable.

Testing, sorting and segregation clause

-In the event of loss of or damage to the subject matter insured or in the event of external signs of damage to the subject matter or packing, Insurers agree to meet the costs of testing, sorting and segregating the subject matter including surveyor's fees and additional storage charges whether or not any actual damage is subsequently found including the cost of transporting the subject matter to or from a test facility plus the cost of updating software and re-packing and shipment to destination after completion.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but is limited to 25% of the insured value of the goods damaged.

First loss clause –

In the event that the amount at risk exceeds the conveyance or location limits of liability (howsoever expressed) in the policy, the insurance shall become first loss insurance up to the stated policy limits

Contingent/deemed duty clause –

Cover here includes, subject to declaration, the risk of customs duty and/or excise duty becoming payable through an insured peril notwithstanding that it has not been included in the sum insured but not exceeding Rs. 1 Crs as a total insured value including duty any one loss.

Additional custom duty clause –

In consideration of the insured having paid an additional premium of Rs., it is hereby declared and agreed that the insured shall also be indemnified during the currency of the policy towards the Additional customs duty amount of Rs. 1 cr which may be incurred by the insured over and above the customs duty amount taken into account in arriving at the sum insured of the affected item. The policy will indemnify, following a recoverable loss or damage, the

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customs duty/excise duty that could be levied on the replacement supplies upto a limit of Rs. 1 cr (Not to increase the policy limit).

Returned shipment

In the event of shipments insured under this policy being rejected or returned for any reason, such shipments shall be covered against policy conditions continuously hereunder including whilst in warehouse or elsewhere until finally disposed of by the insured.

Reports of such detentions and/or return shipments to be made to the insurers by the insured as soon as practicable after they have knowledge of the same.

The policy covers returned transit of sound goods under ICC A/ITCA 2009/2010 and War/SRCC, SRCC terms where the consignment will be returned to the Insured's premises in original packing condition. For Return of Damaged Goods coverage will be ICC-B/ITC(B), TPND, Malicious damage, Impact Damage, Rainwater, AOG Perils, Loading and Unloading and SRCC only

2nd Hand Machinery clause/Machinery Return after Repairing

For 2nd Hand Items/Used/Machinery Goes for Repairing coverage will be ICC-B/ITC(B), TPND, Malicious damage, Impact Damage, Rainwater, Loading and Unloading and SRCC only.

If the cover is provided under ICC (A)/ITC (A) terms, pre-dispatch survey and valuation of the machine should be done by the surveyors nominated by the underwriters at the Insured's cost. All-Risk cover shall be granted on receipt of satisfactory report only. The cover granted for secondhand machines shall be subject to Replacement Clause 2nd hand machinery

Returned shipment clause for damage consignment –

It is hereby declared and agreed that in the event of shipments insured under this section being rejected or returned due to damage to the consignment during voyage/ transit, such shipment is covered continuously hereunder, including whilst in warehouse or elsewhere until finally disposed of by the Assured.

Reports of such detentions and/or returned shipment to be made to the Insurer at destination or origin as soon as known to the Assured.

The policy is extended to cover return transit of the damaged goods from the accident place to the insured's manufacturing premises/go-down if damage to the consignment has occurred due to the perils covered under the policy. The cover for return transit will be restricted to ICC(B)/ITC(B), Loading/Unloading, Theft, pilferage, non-delivery, Impact Damage, War/SRCC and SRCC only.

Repacking Clause

The policy extends to include the cost of repacking, re-labelling, re bagging, re-cartooning or conditioning (including sterilizations or any similar hygiene process) of the interest insured necessary to avert or minimize an insured loss where the cost is incurred by reason of an insured peril, whether such interest has sustained damage.

Shut out cargo Clause

Shut out cargo is held covered subject to prompt notice given to the underwriters at rates terms and conditions agreed upon (for CFR/C&F/) for a period of 48 hours.

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Adjustment Clause

It is hereby agreed that the policy would be adjusted (down wards only in view of premium payment regulations) on the basis of the final Purchase Turnover achieved by the Assured (including 10%), as evident in their final accounts and/or by the Certificate issued to that effect by their Auditors or Chartered Accountants.

Replacement by Air clause

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the Assured considers it necessary to forward replacements by air, Underwriters will pay the extra costs so involved, notwithstanding that the original consignment was not despatched by air. In no case shall Underwriters be liable under this Clause for more than the original insured value of the subject matter insured.

Payment of On Account Clause

All liabilities being accepted and agreement reached as to the Loss adjuster's report, the insurer will make interim payment of the claim amount as approved by the loss adjuster within 15 days of agreement to the Loss Adjuster's Report and/or Addendum report/clarification issued therein and also subject to reinsurers' approval.

Missing Goods Clause

Where the subject-matter insured hereunder (or any apportionable part) becomes missing and after the lapse of a reasonable time has not been located, an actual total loss of the subject-matter insured (or any apportionable part) may be presumed. For the purposes of this insurance, there shall be deemed to have been the lapse of a reasonable time where delivery to the consignees' or other final warehouse or place of storage at the destination named herein has not been effected within 90 days of the expected date of such delivery. If, after the payment by the Insurer(s) of an actual total loss as provided for above, the subject-matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested in the Insurer(s). The Insured hereunder shall nevertheless have the option of (re-) purchasing from the Insurer(s) the subject-matter insured or whatever may remain thereof.

Insufficiency of Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where packing or preparation was carried out by a party other than the named Insured and the insufficiency or unsuitability arose entirely without the named Insured's or knowledge. For the purpose of this clause, 'packing' shall be deemed to include stowage in a container or lift van. The above agreement is not to interfere with rights of subrogation against packers' insurers. Notwithstanding the above, it is further agreed that where packing or preparation is undertaken by the Insured, Insurers accept such packing or preparation as sufficient and suitable to protect the subject matter insured against loss or damage and further agree to waive rights of subrogation against the Insured, provided such packing is customary for the trade or subject or in accordance established packing practices of the Insured

Co-Mingling Clause

It is agreed that, when property in bulk is stowed so as to be comingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involve in the shipments in accordance with the respective interests(s) of the said party or parties involved,

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in the ratio that the quantity of property belonging to such party bears to the total quantity of property stowed at the time and place of loss

Control of Damaged goods and/or Merchandise and/or property Clause

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that, in case of damage, or if the Assured reasonably suspects damage may exist, to goods and/or merchandise and/or property assured under this policy, owing to the operation of insured peril, the Assured is to retain full and absolute discretion and control over the deposition of all such goods and/or merchandise and/or property. It is understood that the Assured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interests even if the same is apparently found in physically sound condition subject to approval of appropriate authority for rejection of such goods

Other Condition:

1. The liability under the policy for shortage claims shall be admitted on the basis of submission of shortage certificate issued by the Carriers up to the amount of Rs 5,00,000/- whereas in case of Non delivery of entire consignment, the claim will be adjusted on the basis of non -delivery certificate issued by the Carriers and 75% of the claim amount will be paid upfront on the basis of submission of First Information Report to the Police Authority and the balance 25% will be paid within 6 Month of the first payment subject to submission of Indemnity Bond where issue of Final Police Investigation report is delayed.

2. Non-Delivery of Entire Consignment: Complaint to the Police station at the Booking place of the consignment will be lodged by the Insured under Registered/ Speed Post if the Carriers do not lodge complaint to the Police Authority. A copy of the complaint will be submitted to the underwriters along with non-delivery certificate issued by the Carrier. However, the underwriters may depute their own investigator to find out the authenticity of the loss. If the complaint was lodged to the Police station by the Carriers narrating the incident, the insured will try to obtain Final police report from the Carrier failing of which the claim for non- delivery will be settled at 80% of the assessed amount of loss after 03 weeks of claim reporting and upon submission of non- delivery certificate and balance 20% should be paid subject to submission of Final Police report.

INFORMATION SECTION:

Claim Details: Nil

The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, with the qualified bidder will be finalized by the intermediary /broker of BCPL.



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PART-B

**PUBLIC LIABILITY ACT POLICY (STATUTORY COVER),
PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) ERF
&
COMMERCIAL GENERAL LIABILITY (NON-STATUTORY
COVER).
&
DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY**

1.0 TIME PERIOD OF POLICY COVER:

For a period of 1 year from 1st July 2026 to 30th June 2027.

2.0 Premium Payment Terms:

Premium will be paid at the time of inception of the Policy.

PART-B

**PUBLIC LIABILITY ACT POLICY (STATUTORY COVER),
PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) ERF
&
COMMERCIAL GENERAL LIABILITY (NON-STATUTORY
COVER).
&
DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY**

Brahmaputra Cracker and Polymer Limited (hereinafter referred to as BCPL), a Public Sector Enterprise is a major petrochemical complex located at Lepetkata, Dibrugarh which is considered hazardous in nature, and it is statutorily required to take coverage and make compliance of following insurance coverage upon starting of commercial production:

- A) Public Liability Act Policy (Statutory Cover)
- B) Commercial General Liability Policy
- C) Directors and Officers Liability Insurance Policy

POLICY TYPE (A): PUBLIC LIABILITY ACT POLICY (STATUTORY COVER)

1. Policy Period: 01/07/2026 – 30/06/2027

2. Location to be covered:
- i Lepetkata Petrochemical Complex; Dibrugarh
 - ii. GDU Unit at Duliajan Assam
 - iii. GSU/C2+ recovery plant at Lakwa, Sivasagar

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- iv. Railway Siding Facilities at Lepetkata, Dibrugarh, Assam
- v. Duliajan to Lepetkata for Rich Gas and Lepetkata to Duliajan for Lean Gas through Pipeline. 2 nos. pipeline with 18" OD for the total length of 48.680 kms
- vi. Pipeline from Lakwa to Lepetkata for C2+ Recovery
- vii. ONGC, Lakwa to BCPL, Lakwa – Rich Gas for 2.00 Km
- viii. BCPL, Lakwa to GAIL, Lakwa – Lean Gas for 2.30 Km.
- ix. OIL, Duliajan to BCPL, GDU, Duliajan – Rich Gas for 1.20 Km
- x. BCPL, GDU, Duliajan to OIL, Duliajan – Lean Gas for 1.20 Km
- xi. Effluent treated water pipeline at Lepetkata for 17.5 Km.
- xii. Raw water pipe line at Lepetkata
- xiii. Pipelines from Railway Siding facility to Lepetkata, Dibrugarh, Assam

3. Contingency Covered: Liability for loss or injury to any party other than workmen and damage to property of any party under sub section 1 of section 3 of PLI Act, 2024

- a) Death
- b) Permanent Total Disablement (PTD)
- c) Permanent Partial Disablement (PPD)
- d) Temporary Partial Disablement (TPD)
- e) Damage to property

4. Compensation limits

- | | |
|---------------------------------------|---|
| (i) Reimbursement of medical expenses | : Up to Rs. 150,000 in each case |
| (ii) Death plus medical expense | : Rs. 500000/- in addition to Reimbursement of Medical Expenses, if any incurred on the Person up to maximum Rs. 1.50 Lacs |
| (iii) PTD & PPD | : Cash Relied on Basis of % of Disablement + Medical Expenses |
| (iv) TPD | : Rs. 500000 |
| (v) Property damage | : Up to Rs. 5,000,000/- Depending on Actual Damage |

5. Limit of Liability:

- | | |
|------------------------|-------------------------|
| Any one Accident (AOA) | : Rs. 250 Crore. |
| Any one year (AOY) | : Rs. 500 Crore. |

6. AOA: AOY : 1:2

7. Business of Insured : Petrochemical Factory –Manufacturing of Ethylene, HDPE, LLDPE, Polypropylene Transportation of Hydrocarbon Gases through pipelines etc besides the details mentioned at Sl. No. 2 above.

8. Full description of activities for which cover is required: Petrochemical Factory –Manufacturing HDPE, LLDPE, Polypropylene etc besides the details mentioned at Sl. No. 2 above.

9. Paid Up Capital of BCPL : Rs. 1417 Crore

Estimated Annual Turnover of BCPL (FY-2026-27): Rs. 3,874 Crore

10. Clauses to be attached : Policy to cover as per standard Public Liability Act.

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11. Excess : NIL
Existing Policy (If any) : Policy No: 2421038-0000-00 issued by M/S SBI
General Insurance Company Limited

12. Retroactive Date : 24/09/2014

13. Claim Experience under existing Policy is NIL till date

POLICY TYPE(B): COMMERCIAL GENERAL LIABILITY POLICY (NON STATUTORY COVER)

1. **Policy Period:** 01/07/2026 – 30/06/2027
2. **Location to be covered:** Premises to be covered on Non-Designated Basis
3. **Scope of Cover:**
 - i. Legal liability of the Insured towards damages to the third party in respect of accidental death, bodily injury or loss or damaged to property.
 - ii. Legal costs and expenses incurred by the Insured.
 - iii. Liability towards pollution risks in connection with pollution or contamination of atmosphere water or land or other tangible property.
4. **Limit of Liability:**

Any one Accident (AOA)	: Rs. 50 Crore.
Any one year (AOY)	: Rs.100 Crore.
5. **AOA: AOY** : 1:2
6. **Business of Insured** : Petrochemical Factory – Manufacturing Ethylene, HDPE, LLDPE, Polypropylene etc
7. **Full description of activities for which cover is required:** Petrochemical Factory –Manufacturing HDPE, LLDPE, Polypropylene etc. Transportation of Hydrocarbon Gases through pipelines etc.
8. **Paid Up Capital of BCPL** : Rs. 1417 Crore
9. **Estimated Annual Turnover of BCPL (FY-2026-27):** Rs. 3,874 Crore
10. **Retroactive Date** : 24/09/2014
11. **Add on Cover** :
 1. Sudden and Accidental Pollution Liability with Clean- up Costs
 2. Transportation Legal Liability Extension

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3. Act of God Perils Extension
4. Medical Expenses Extension
5. Terrorism Liability Extension
6. Malicious Damage Extension
7. Sabotage Extension
8. SRCC Extension
9. Duty to Defend Coverage
10. Non-Cancellation of Policy by Insurer
11. Care, Custody and Control extension
12. Events liability cover
13. Incidental Medical Malpractice
14. Minor Renovation
15. Claim Series Clause
16. Non-Owned or Hired automobile coverage
17. Control Group Clause
18. Travel of executives for non-manual business visits Extension – Worldwide cover
19. Additional Insured and Waiver of subrogation wherever required by written contract
20. Personal and Advertising Injury Extension
21. Fire Damage Extension
22. Coverage for Food & Beverages
23. Valet parking extension and Garage Keepers Liability cover
24. Coverage for legal liability due to Carriage of Treated Effluents by pipeline outside the premises - UPTO 15 KM
25. Extra facilities Extension - Health Club, Conference facilities, Swimming Pool, Baby Care facilities etc. within insured premises - subject to presence of certified professionals. – all of this should be included if premises are covered on a non-rated basis
26. Extended Reporting Period up to 90 days without additional premium
27. Contractors and Sub Contractors extension
28. Insured definition to Include temporary workers.
29. Vicarious Liability
30. Tools and Equipment incl. Cranes and Fork-Lifts Extension
31. Designated Premises Endorsement Deleted - Cover includes all Premises which are used, owned, occupied, leased by the Insured for the conduct of his business including but not limited to liability emanating from any Advertising Signs, Hoardings, banners etc. put up by the client at various locations and any new location from where he starts transacting business (as stated in schedule) from during the year. No requirement for compulsorily declaring such new locations in the policy during the

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cover period. This facility is for all operations/premises in India only.

32. Lifts & escalators liability extension clause
33. Cross Liability Clause /Separation of Insureds
34. Tenant's Legal Liability Clause
35. Emergency Costs
36. Witness Cost up to Rs. 50,000/- for employees and Rs. 1Lacs for director.
37. Court Attendance Cost: INR 250,000 per employee, INR 500,000 per Director & INR 10 Cr in aggregate. (including but not limited to travel & living expenses of Insured Person). This cover will be at NIL deductible & will be applicable in addition to limit of liability.
38. Cover for liability arising out of events, exhibitions, trainings, promotional & marketing activities conducted & attended by Insured or conducted on behalf of the Insured by external party, outside the designated premises – Full Limits, Territory & Jurisdiction: Worldwide
39. Garage Keeper's Liability endorsement with sectional deductible of INR 50,000 each & every claim
40. Mitigation Costs sun limits up to Rs. 2Cr

12. **Excess:** 0.5% of AOA Limit

13. **Existing Policy**
Public Liability
Industrial Risk:

Policy No: **2420727-0000-00** issued by M/S SBI General Insurance Company Limited

14. Claim Experience under existing Policy is NIL till date.

The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, will be finalized by the intermediary /broker of BCPL.

15. If there is no sub-limit under the additional extensions, it will be treated as covered up to the policy limit of Liability.

POLICY TYPE(C): DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY

Name of Insured: Brahmputra Cracker & Polymer Ltd.
Insured's Address: Lepetkata, P. S. Barbaruah, Dibrugarh, Assam 786 001
Renewal/Inception: Renewal
Policy Period: 01/07/2026 – 30/06/2027
Nature of Business: Manufacturing of Petrochemical Products like LLDPE, HDPE & PP
Site Location: Nearest Airport: Dibrugarh, Mohanbari Airport / 25 km.
 Nearest Railway station: Dibrugarh/15 km.

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Nearest National Highway: NH37.

Policy Form: As per Standard Policy Form – Claims Made & Reported

**Form of Business
(Individual / Partnership
/ Joint Venture):**

Public Sector Undertaking

Interest Insured:

Liabilities of Directors & Officers of the Insured arising out of any claims first made against the Director or Officer during the period of insurance by reason of any Wrongful Act whenever or wherever committed or alleged to have been committed.

**Geographical Area /
Jurisdiction:**

Worldwide

**Retroactive Date:
Limits of Liability:**

08/01/2007
20 crores (AOA: AOY)

Deductible: -

Side A – NIL
Side B – INR 100,000 (India)
INR 200,000 (Rest of the world)
Entity EPLI – INR 500,000
Entity Securities – INR 750,000

Cover:

**Directors & Officers Liability including Entity EPLI
& Entity Securities covers.**

Extensions / clauses:

As per terms and conditions, extensions and exclusions of the standard D&O policy form including but not limited to the following extensions/ endorsements

- Defence Cost to be included within Limit of Liability – Full Limits
- Investigation costs/ Legal Representation Costs/ Regulatory Response Costs – Full Limits
- Investigation Costs for Derivative Demands cover – Full Limits
- Outside Entity Directorship cover – Full Limits
- Carve back to Pollution Exclusion for defence costs & shareholder derivative claims – Full Limit
- Kidnap ransom cover – Up to 50% of the LOI
- Entity Securities Cover – Full Limits
- Spousal, Estates, Heirs & Legal Representatives' cover – Full Limits
- Full Severability
- Public Relation/ Crisis Communication Expenses – Full Limit

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- Crisis Fund Endorsement
- Emergency Costs – Full Limits for 30 days
- Special excess protection for non-executive directors – INR 5 Cr per NED & no aggregate limit
- Assets & Liberty Costs including prosecution costs, bail bond & civil bond expenses– Full Limits
- Insured vs Insured Exclusion with a carve back for Défense Costs
- Entity EPLI Extension – Full Limits
- Occupational Health & Safety Defence Costs – Full Limits
- Continuity of Cover Clause
- Order of Payment Clause
- Insured's Tax Liability extension – Full Limits
- Counselling Services Extension/ Psychological Support
- Expenses Cover – INR 2.5 Crores per Director
- Carve back to bodily injury &/or property damage exclusion for defence costs
- Corporate Manslaughter Endorsement – Full Limits
- Cover for Civil, Fines & Penalties & Punitive & Exemplary Damages (wherever insurable by Law) – Full Limit
- Carve back to Professional Indemnity exclusion for failure to supervise
- Pension Trustee Liability Cover – Full Limits
- No Insolvency/ Bankruptcy exclusion
- Court Attendance Costs – INR 500,000 per Insured Person & 25% of the LOI. No deductible should apply to this cover.
- Self-Reporting Expense Coverage/ Pre-Investigation
- Expenses – Full Limits
- Mitigation Cost Cover – Up to 25% of LOI
- Insured Definition to include:
 1. Past, present or future Director, Officer, Non-Executive Director, Shadow Director, De facto Director, Outside Director
 2. Any past, present or future employee of the company who carries out managerial or supervisory function
 3. Employed lawyers
 4. Contractual, sub-contractual employees, consultants, part-time/ temporary employees, probationary employees, retainers & trainees
 5. External Auditors
 6. Trustees or administrator of employment benefit Fund

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7. Committee members duly elected or appointed by resolution of the board of directors of the company to perform specific acts on behalf of the company (including but not limited to POSH committee)

8. A representative or appointee of the company who is not included in above

- No Money Laundering Exclusion
- Extradition Costs Cover – Full Limits
- Control Group Clause
- Non-Cancellation Clause
- Management Buy-out Cover – 60 days
- Automatic Acquisition of New Subsidiaries (Non USA/ Canada) – up to 35% of Total Assets of policyholder
- Primary & Non-contributory Clause
- Conduct exclusion should be subject to Final Adjudication Clause & no “written admission by Insured” language
- Cover for Liability under US Foreign Corrupt Practices Act, UK Bribery Act, or any similar legislation in any other jurisdiction – Full Limits
- Amended definition of Subsidiary to include any joint venture or entity over which the Insured directly or indirectly exercises effective management control including Limited Liability Partnerships
- Interpretive Counsel Costs – Full Limits
- Wallersteiner Endorsement – Full Limits
- Advancement of defense cost & expenses – 30 days.
- Bilateral Discovery Period – Automatic 120 days & 12 months at 50% Additional Annual Premium.
- Cover for Retired & Resigned Directors’ & Officers – Lifetime Run-off
- Claim definition to include Injunctive Relief.
- Carve back to Future Offering of Securities exclusion for private placements/ debt placements – Full Limits
- Third Party Entity EPLI cover – Full Limits
- Environmental Mismanagement cover – 50% of LOL in aggregate
- Cross Liability Clause
- Non-rescindable Clause
- Major Shareholders Exclusion - 35% threshold
- **Amended Major Shareholder wordings** – this exclusion will apply only to claims where individual or entity knew about/ was aware of/ had approved or positively voted for the acts, decisions or circumstances.
- No bribes & commission exclusion
- No Product Liability exclusion

Claim experience:

No Claim reported.

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A. Choice of Law: India

B. Jurisdiction: Worldwide including USA/Canada

C. Territory: Worldwide including USA/Canada

The insuring clause of the above Policies and wording of various Add-On cover and any further modification/improvisation if required, will be finalized by the intermediary /broker of BCPL.

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PART-C

SCC FOR BHARAT GRIHA RAKSHA POLICY, STANDARD FIRE AND SPECIAL PERILS POLICY, BURGLARY & HOUSEBREAKING POLICY (INCLUDING THEFT & RSMD COVER), ALL RISK POLICY (FOR LAPTOPS AND OTHER ASSETS) AND ELECTRONIC EQUIPMENT INSURANCE POLICY

1.0 TIME PERIOD OF POLICY COVER:

For a period of 1 year from 1st July 2026 to 30th June 2027.

2.0 SCOPE OF WORK:

- Standard Fire and Special Perils policy.
- Bharat Griha Raksha Policy.
- Burglary & Housebreaking Policy (Including Theft & RSMD Cover).
- All Risk Policy for Laptops and Other assets.
- Electronic Equipment Insurance Policy.

3.0 PAYMENT TERMS:

- Premiums will be paid at the time of inception of the Policy.

PART-C

SCC FOR BHARAT GRIHA RAKSHA POLICY, STANDARD FIRE AND SPECIAL PERILS POLICY, BURGLARY & HOUSEBREAKING POLICY (INCLUDING THEFT & RSMD COVER), ALL RISK POLICY (FOR LAPTOPS AND OTHER ASSETS) AND ELECTRONIC EQUIPMENT INSURANCE POLICY

1.0 TIME PERIOD OF POLICY COVER:

- For a period of 1 year from 1st July 2026 to 30th June 2027.

2.0 SCOPE OF WORK:

- Standard Fire and Special Perils policy.
- Bharat Griha Raksha Policy.
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- All Risk Policy for Laptops and Other assets.
- Electronic Equipment Insurance Policy.

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3.0 PAYMENT TERMS:

Premiums will be paid at the time of inception of the Policy.

SCC and Scope of Work for Bharat Griha Raksha Policy and Standard Fire & Special Perils Policy:

1.0 POLICY NAME:

Standard Fire & Special Perils Policy

2.0 THE INSURED :

BRAHMAPUTRA CRACKER & POLYMER LIMITED

The Principal and/Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the insured and affiliated, associated, controlled, allied or subsidiary companies, additional insured's, parent or firms as are now or may be constituted, for which the Insured has responsibility for placing insurance, but always only with reference to their respective rights and interests in the property insured hereon and not any other assets situated elsewhere.

3.0 THE PROPERTY:

Details of Property as under

1	<u>Admin. Building:</u> Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata
2	<u>CISF Township</u> including but not limited to Canteen, Guest House and Quarter Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata
3	<u>BCPL Township:</u> Including but not limited to All Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, incld. Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Lepetkata
4	<u>Admin Building:</u> Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.
5	<u>AISF Township,</u> including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc at Lakwa,
6	<u>BCPL Township:</u> Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Sivsagar.
7	Contents (Including but not limited to FFF, Office Equipment, EDP and Electrical Equipment/Installation), Hardware & software for primary and DR Site, data center along with data center equipment like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building other than more specifically covered under EEI Policy.
8	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at

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	Lepetkata CISF Township other than more specifically covered under EEI Policy.
9	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township other than more specifically covered under EEI Policy.
10	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan other than more specifically covered under EEI Policy.
11	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan Guest House
12	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office other than more specifically covered under EEI Policy.
13	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House other than more specifically covered under EEI Policy.
14	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation & equipment at New Delhi office and Disaster Recovery at GAIL, Delhi other than more specifically covered under EEI Policy.
15	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa other than more specifically covered under EEI Policy.
16	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at AISF Township, Lakwa other than more specifically covered under EEI Policy.
17	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar other than more specifically covered under EEI Policy.
18	Contents including but not limited to Electronic and Electrical Installation and equipment at Noida Data Centre

4.0 LOCATION

1. Lepetkata, Dibrugarh, Assam; Pin: 786006
2. Duliajan, PO- Hoogrijan, Dibrugarh Assam. Pin: 786601
3. Lakwa, Sivsagar, Assam. Pin: 785688
4. Sivsagar, Assam. Pin: 785640
5. NRL CENTRE, 7TH FLOOR, 122-A, Christian Basti, G.S. Road, Guwahati-781005
6. House No. 199, Bishnu Rabha Path, Beltola, Guwahati

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRAHAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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7. Bungalow No-17A, Eastern Avenue, Maharani Bagh, New Delhi-110065
8. RAMDHENU GRAPHICS, Duliajan Tinsukia Road, Near Skill Development Centre, and Duliajan- 786602
9. Info Hub, GAIL India Ltd., Sector –1, Noida, Uttar Pradesh, Pin: 201301

5.0 THE SUM(S) INSURED (SFSP POLICY):

SI No	Particulars	Total Sum Insured
		(Rs.)
1	<u>Admin. Building:</u> Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata	96,43,34,610
2	Admin Building: Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.	34,65,00,007
3	Contents (Including but not limited to FFF, Office Equipment, EDP and Electrical Equipment/Installation), Hardware & software for primary and DR Site, data center along with data center equipment like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building other than more specifically covered under EEI Policy	25,95,74,055
4	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan other than more specifically covered under EEI Policy.	4,93,54,508
5	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office other than more specifically covered under EEI Policy.	1,08,49,945
6	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation & equipment at New Delhi office and Disaster Recovery at GAIL, Delhi other than more specifically covered under EEI Policy.	29,45,062
7	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa other than more specifically covered under EEI Policy.	6,24,57,848
8	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Data Centre, Info Hub, GAIL India Ltd., Sector – 1, Noida, **	5,63,36,392
	Total	1,75,23,52,427

****:** Currently Noida Office is Non-Functional although BCPL will take the coverage for Noida Office and In Future if the Assets will Discard then It will inform to Insurance company accordingly.

******* Please note that the above Sum Insured is provisional and has been considered based on the previous year's Sum insured. The valuation of assets is currently under progress, and accordingly, the Sum Insured may increase or decrease based on the final valuation report.

The Sum Insured may increase or decrease based on the final valuation report. Accordingly, pro-rata additional premium for any increase in Sum Insured shall be payable by BCPL to the appointed insurer for the unexpired policy period. Similarly, pro-rata refund of premium for any reduction in Sum Insured shall be payable by the appointed insurer to BCPL for the unexpired policy period.

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6.0 THE SUM(S) INSURED (BHARAT GRIHA RAKSHA POLICY):

Sl No	Particulars	Total Sum Insured
		(Rs.)
1	CISF Township including but not limited to Canteen, Guest House and Quarter, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata	18,01,39,603
2	BCPL Township: Including but not limited to All Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, incld. Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Lepetkata	1,70,99,09,027
3	AISF Township, including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc at Lakwa,	13,44,34,599
4	BCPL Township: Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Sivsagar.	41,43,21,883
5	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township other than more specifically covered under EEI Policy.	1,79,22,742
6	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township other than more specifically covered under EEI Policy.	41,13,74,607
7	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House other than more specifically covered under EEI Policy.	1,72,189
8	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at AISF Township, Lakwa other than more specifically covered under EEI Policy.	1,11,16,722
9	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar other than more specifically covered under EEI Policy.	2,56,84,812
10	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan Guest House other than more specifically covered under EEI Policy.	6,00,000
	Total	2,90,56,76,184

***** Please note that the above Sum Insured is provisional and has been considered based on the previous year's Sum insured. The valuation of assets is currently under progress, and accordingly, the Sum Insured may increase or decrease based on the final valuation report.**

The Sum Insured may increase or decrease based on the final valuation report. Accordingly, pro-rata additional premium for any increase in Sum Insured shall be payable by BCPL to the appointed insurer for the unexpired policy period. Similarly, pro-rata refund of premium for any reduction in Sum Insured shall be payable by the appointed insurer to BCPL for the unexpired policy period.

Excess: At the time of claim location wise excess as per tariff will be considered

7.0 BASIS OF VALUATION: Reinstatement Value Basis.

8.0 OCCUPANCY: Dwellings + Office Premises & Others.

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9.0 COVER: Fire + EQ (Earthquake) +STFI (Storm, Tempest, Flood and Inundation) (clauses as per Standard clauses of Standard Fire and Special Perils Policy or BGR with additional covers as below.

10.0 POLICY PERIOD: 01/07/2026 to 30/06/2027

11.0 CLAIM HISTORY: NIL.

12.0 ADD ON COVERS (Fire Section):

Sr#	Add On Cover	Limit of Indemnity
1	Escalation	Up to 5% of the sum insured
2	Omission to Insure addition, alteration and extension	Up to 5% of the sum insured
3	Insurance of Additional Expenses of Rent for An Alternative Accommodation	Up to Rs. 5 Crores
4	Removal of debris including foreign debris/external debris, dewatering, desilting expenses in excess of 1% of the claim amount	Up to Rs. 5 Crores
5	Architecture's, Surveyors, consulting engineer's fees (in excess 3% of the claim amount)	Up to Rs. 5 Crores
6	Fire Fighting expenses/Extinguishing Expenses/Fire Brigade Charges and foam consumption Expenses	Up to Rs. 5 Crores
7	Expenses to Loss Minimization / Loss Prevention including crane hiring charges	Up to Rs. 5 Crores
8	Impact Damage due to Insured's own Rail/Road Vehicles, Forklifts, Cranes, Stackers and the like and articles dropped therefrom	Up to Rs. 5 Crores
9	Landscaping Costs following Damage	Up to Rs. 5 Crores
10	Smoke Damage	Up to Rs. 5 Crores
11	Sprinkler Upgrading Cost	Up to Rs. 5 Crores
12	Damage to Building (Occasioned by Theft)	Up to Rs. 5 Crores
13	Technological Advancement	Up to Rs. 5 Crores
14	Plans, Documents and Computer Records	Up to Rs. 5 Crores
15	Automatic Capital Addition Clause without Additional Premium	Up to Rs. 5 Crores
16	Destruction of Sound Property	Up to Rs. 5 Crores
17	Claim preparation cost	Up to Rs. 5 Crores
18	Deliberate Damage	Up to Rs. 5 Crores
19	Free Automatic Reinstatement of Sum Insured	Up to Rs. 5 Crores
20	Demolition & increased cost of construction	Up to Rs. 5 Crores
21	Leakage of Firefighting Equipment/Accidental of Gas Flooding System	Up to Rs. 5 Crores
22	Waiver of Under Insurance	Up to 15%
23	Dewatering Expenses	Up to Rs. 5 Crores
24	Accidental Damage Clause	Up to Rs. 5 Crores
25	Minor works	Up to Rs. 5 Crores
26	Immediate Repairs	Up to Rs. 5 Crores
27	Expediting expenses	Up to Rs. 5 Crores
28	Employees Personal Property / Effects	Up to Rs. 5 Crores
29	Undamaged Foundations	Up to Rs. 5 Crores
30	Damage to Underground Services	Up to Rs. 5 Crores
31	Cost of Clearing Drains	Up to Rs. 5 Crores
32	Additional customs duty (contingent)	Up to Rs. 5 Crores
33	Obsolete Parts	Up to Rs. 5 Crores
34	OEM parts	Up to Rs. 5 Crores

13.0 CLAUSES:

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Sr#	Clauses to be Covered
1	Designation of Property Clause
2	Reinstatement Value Clause
3	Civil Authority/Public Authorities/ Local Authority Clause
4	72 hours clause
5	Payment 'On Account' clause
6	Nominated and Adjuster Clause
7	Outbuilding Clause / Roads Pavement / Street Furniture
8	Agreed Bank clause
9	Loss payee clause
10	Non-Invalidation Clause
11	Non - Vitiating Clause

Wordings for Add on Covers and Clause are as per the Separate Document attached.

14.0 ADD ON COVERS (Griha Raksha):

Coverage	Bharat Griha Raksha
Forest Fire and Jungle Fire	Covered automatically
Impact Damage	All types of impact damage are covered
Theft coverage	Theft within 7 days after occurrence of insured peril covered
Waiver of underinsurance	Completely waived.
Architects, consulting engineers' fees	Covered up to 5% of claim amount
Removal of debris	Covered up to 2% of claim amount
Terrorism	Not Required

The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, with the qualified bidder will be finalized by the intermediary /broker of BCPL.

SCC and Scope of Work for Burglary Policy (Including Theft & RSMD Cover)

1.0 POLICY NAME: **Burglary Policy (Including Theft & RSMD Cover)**

2.0 THE INSURED : **BRAHMAPUTRA CRACKER & POLYMER LIMITED**
The Principal and/Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the insured and affiliated, associated, controlled, allied or subsidiary companies,

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additional insured's, parent or firms as are now or may be constituted, for which the Insured has responsibility for placing insurance, but always only with reference to their respective rights and interests in the property insured hereon and not any other assets situated elsewhere.

3.0 THE PROPERTY, LOCATION AND SUM INSURED:

Location	Cover	Description of Property	Sum Insured. (Rs.)
Lepetkata, Assam	Dibrugarh,	Contents (Including but not limited to FFF, Office Equipments, EDP and Electrical Equipments/Installation), Hardware & software for primary and DR Site, data center along with data center equipments like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building	41,55,88,077
Lepetkata, Assam	Dibrugarh,	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township	1,79,22,742
Lepetkata, Assam	Dibrugarh,	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township	41,13,74,607
Guwahati, Assam	Standard Burglary Cover - (Including Theft & RSMD Cover)	Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office	1,13,05,862
Guwahati, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House	1,72,189
Duliajan, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan office	4,94,26,038
Duliajan, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and	6,00,000
Duliajan, Assam			

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		equipment at Duliajan Guest House	
Bungalow No-17A, Eastern Avenue, Maharani Bagh, New Delhi-110065		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at New Delhi	47,52,491
Data Centre, Info Hub, GAIL India Ltd., Sector – 1, Noida, Uttar Pradesh, Pin: 201301		Contents not limited to Electronic and Electrical Installation and equipment at Noida	5,63,36,392
Lakwa, Sibsagar, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa	7,40,30,923
Lakwa, Sibsagar, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at AISF Township, Lakwa	1,11,16,722
Sibsagar, Assam		Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar	2,56,84,812
		Total	1,07,83,10,854

***** Please note that the above Sum Insured is provisional and has been considered based on the previous year's Sum insured. The valuation of assets is currently under progress, and accordingly, the Sum Insured may increase or decrease based on the final valuation report.**

The Sum Insured may increase or decrease based on the final valuation report. Accordingly, pro-rata additional premium for any increase in Sum Insured shall be payable by BCPL to the appointed insurer for the unexpired policy period. Similarly, pro-rata refund of premium for any reduction in Sum Insured shall be payable by the appointed insurer to BCPL for the unexpired policy period.

Policy Excess: Flat INR 2,500/-

Clauses: As per standard Burglary policy

Add-on: Theft & RSMD cover.

Condition: Waiver of FIR up to Rs. 3 Lacs

4.0 POLICY PERIOD: 01/07/2026 to 30/06/2027

5.0 CLAIM HISTORY: NIL.

6.0 ADDITIONAL COVERAGES:

Sr#	Additional Coverages
1	Replacement of Locks including Repair to Damaged Property – Up to Rs. 5 Crs
2	Designation of Property
3	Loss following an event covered in SFSP policy – Up to Rs. 5 Crs
4	Waiver of FIR up to INR 300,000 for each & every loss
5	Goods held in trust clause

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The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, with the qualified bidder will be finalized by the intermediary /broker of BCPL.

C. SCC and Scope of Work for All Risk Policy (for Laptops and other assets)

1.0 POLICY NAME: All Risk Policy for Laptops.

2.0 THE INSURED : BRAHMAPUTRA CRACKER & POLYMER LIMITED
The Principal and/Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the insured and affiliated, associated, controlled, allied or subsidiary companies, additional insured's, parent or firms as are now or may be constituted, for which the Insured has responsibility for placing insurance, but always only with reference to their respective rights and interests in the property insured hereon and not any other assets situated elsewhere.

3.0 THE PROPERTY, LOCATION AND SUM INSURED:

Location	Description of Property	Cover	Description	Sum Insured
Anywhere in the World	20 Laptops, 4 Camera, 7 iPads & other assets as per Annexure II	All Risk Policy	As per Annexure II Attached	27,34,731

***** Please note that the above Sum Insured is provisional and has been considered based on the previous year's Sum insured. The valuation of assets is currently under progress, and accordingly, the Sum Insured may increase or decrease based on the final valuation report.**

The Sum Insured may increase or decrease based on the final valuation report. Accordingly, pro-rata additional premium for any increase in Sum Insured shall be payable by BCPL to the appointed insurer for the unexpired policy period. Similarly, pro-rata refund of premium for any reduction in Sum Insured shall be payable by the appointed insurer to BCPL for the unexpired policy period.

Policy Excess: Flat INR 2,000/-

4.0 POLICY PERIOD: 01/07/2026 to 30/06/2027

5.0 Clauses: As per Standard All Risk Cover not excluding Burglary, Theft, Fire and Allied Perils, Accidental Damage, Transit Cover, larceny, house breaking and robbery, Mechanical & Electrical Breakdown.

6.0 CLAIM HISTORY: NIL.

7.0 BASIS OF VALUATION: New Replacement Cost basis

8.0 TERRITORY: Worldwide 24 X 7

9.0 Special Condition: Partial Loss-No depreciation. For Total Loss – 05% per annum subject to maximum of 50%

10.0 For Total Loss Depreciation not more than 15% on each and every Year.

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The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, with the qualified bidder will be finalized by the intermediary /broker of BCPL.

D. SCC and Scope of Work for Electronic Equipment Insurance Policy

1.0 POLICY NAME: Electronic Equipment Insurance Policy

2.0 THE INSURED : BRAHMAPUTRA CRACKER & POLYMER LIMITED
The Principal and/Any lessor, lessee, lender or other party as required under the terms and conditions of any lease or contract or agreement entered into by the insured and affiliated, associated, controlled, allied or subsidiary companies, additional insured's, parent or firms as are now or may be constituted, for which the Insured has responsibility for placing insurance, but always only with reference to their respective rights and interests in the property insured hereon and not any other assets situated elsewhere.

3.0 THE PROPERTY, LOCATION AND SUM INSURED: As per the Annexure I Attached

Total Sum Insured:

Particulars	Sum Insured
Section 1 – Equipment	Rs. 16,99,21,973 /-
Section II - External Data Media (Restoration of Data Only) – Equipment Value included under Section I	Up to Rs. 2 Crs
Section III - Increased Cost of Workings (Time Excess: 96 hrs, Indemnity Period: up to 12 weeks)	Up to Rs. 5 Crs

***** Please note that the above Sum Insured is provisional and has been considered based on the previous year's Sum insured. The valuation of assets is currently under progress, and accordingly, the Sum Insured may increase or decrease based on the final valuation report.**

The Sum Insured may increase or decrease based on the final valuation report. Accordingly, pro-rata additional premium for any increase in Sum Insured shall be payable by BCPL to the appointed insurer for the unexpired policy period. Similarly, pro-rata refund of premium for any reduction in Sum Insured shall be payable by the appointed insurer to BCPL for the unexpired policy period.

Policy Excess: As per the EEI Tariff.

4.0 POLICY PERIOD: 01/07/2026 to 30/06/2027

5.0 Clauses: As per Standard Electronic Equipment Insurance Policy.

6.0 CLAIM HISTORY: NIL

7.0 BASIS OF VALUATION: New Replacement Cost basis

8.0 ADD ON COVERS:

a. Earthquake – Full Sum Insured

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- b. STFI – Full Sum Insured
- c. Waiver of Serial Numbers Clause.
- d. For Partial Loss-No depreciation.
- e. For Total Loss – 05% per annum subject to maximum of 50%

10.0 For Total Loss Depreciation not more than 10% on each and every Year.

The insuring clause of the above Policy and wording of various Add-On cover and any further modification/improvisation if required, with the qualified bidder will be finalized by the intermediary /broker of BCPL.

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Wordings for Fire Add On Covers & Clauses

Add On Covers:

1. **Escalation:** The policy permits for automatic pro-rata increase in the sum insured in respect of capital assets @ 5% from the date of inception till expiry of the policy. The increase in the sum insured shall be 1/365 th of the above-specified percentage for each day since inception up to the date of the loss.
2. **Omission to Insure addition, alteration and extension:** The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns..... hereof which the insured may erect or acquire or for which they may become responsible:-
 - a) at the within described premises
 - b) for use as factories
 - i) The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No.....
 - ii) The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
 - iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
 - 1) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.

If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

 - 2) 'Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.
 - 3) This clause should be incorporated at the time of issuing the policy.
3. **Insurance of Additional Expenses of Rent for An Alternative Accommodation:** It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period



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(stated in the Schedule in respect of this Clause) whichever is earlier. Provided that the liability of the Company shall not exceed the sum insured (stated in the Schedule in respect of this Clause) hereby. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

SPECIAL CONDITIONS

- 1) This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutchha" Construction.
- 2) If the area of alternative accommodation take by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

EXPLANATION

Additional Rent : If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

- 4. Removal of debris including foreign debris/external debris, dewatering, desilting expenses in excess of 1% of the claim amount:** It is further agreed that this policy includes the cost and expenses of clearing debris, including the cost of cleanup, after loss, destruction or damage by a contingency insured hereunder including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers temporary boarding up of the property so destroyed or damaged including undamaged portions and the removal of debris (including the removal of contents whether damaged or undamaged) provided that:

- i. Such costs are not recoverable under any other policy of insurance.
- ii. No liability is assumed for the expense of removal of any property or part thereof, the removal of which is solely required by any government law of public ordinance.

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.



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It is condition precedent to recovery under this extension that the insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible.

5. Architecture's, Surveyors, consulting engineer's fees (in excess 3% of the claim amount):

The insurance by the policy shall include an amount in respect of Architects' surveyors' and consulting engineers and Legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim.

6. Fire Fighting expenses/Extinguishing Expenses/Fire Brigade Charges and foam

consumption Expenses: It is agreed that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy.

- the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- all other actual expense (including wages and the like paid for fire fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire. All claims for personal injury are excluded.
- The expenses incurred to recharge/refill any fire protection devices.

7. Expenses to Loss Minimization / Loss Prevention including crane hiring charges: Subject otherwise to the terms , exclusions, provisions and conditions contained in the policy, in the event of physical loss or damage identifiable under this policy or in the event of any occurrence which could give rise to imminent physical loss or damage, such indemnity will include all costs and expenses reasonably incurred to protect the insured property so affected or to limit further loss of or damage to the Insured property, but not exceeding the amounts that would otherwise have been payable under the terms and conditions of this policy had such costs and expenses not been incurred.

8. Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom: "In consideration of an additional premium of Rs. _____, it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Fork lifts, cranes, stackers and the like and articles dropped therefrom."

9. Landscaping Costs following Damage: It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the policy includes the reasonable cost of remaking, reconstituting, redesigning and purchasing as necessary in order to replace surrounding and internal landscape grounds and gardens following Damage.

10. Smoke Damage: It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the insurance shall, subject to the Special Condition hereinafter contained, extend to include destruction of or damage to the property insured (by fire or otherwise) directly caused by -

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SMOKE due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not SMOKE from fire-places or industrial apparatus. Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Further warranted that this Insurance does not cover:-

□ Destruction or damage directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.

□ Consequential loss or damage of any kind or description.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

11. Sprinkler Upgrading Cost: It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of damage to a sprinkler installations then this policy shall cover such additional costs for repair of such sprinkler installation such costs shall include inter alia the provision of any additional pipe work, pumps, tanks and the cost of associated building works. The damage to other property caused by leakage of water from sprinkler installation is not covered under this extension and sub limit. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

12. Damage to Building (Occasioned by Theft): It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the Tenant's Premises: The Company will also pay in addition to the sum Insured for insured property, the cost of repairing or replacing damage to Insured's landlord's premises or property (other than glass) for which Insured is liable under the terms of lease or rental agreement arising from theft or attempted theft at the premises.

13. Technological Advancement: At the time of any loss or damage admissible under the policy, wherein the gross assessed loss not exceeding the limit mentioned in schedule, no deduction on account of technological advancement is to be made, subject to policy terms and conditions.

14. Plans, Documents and Computer Records: The coverage herein shall be extended to cover loss of data, data media and records including plans & documents as well as its regeneration up to a limit of Rs. 1 crore any one loss, subject to :

- the loss of data, data media and records having been caused by a damage covered under sections All Risk or Machinery Breakdown.
- data/ software back-up being kept in fire proof safe.
- The following special exclusions shall apply:
 - Loss or damage for which the repair company or maintenance company is contractually liable.
 - Any costs for standard adjustment, rectifying functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss.
 - Normal wear and tear of media
 - Erroneous programming, perforating, loading or printing.



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15. Automatic Capital Addition Clause: The insurance by this policy shall, subject to its terms and conditions, automatically extend to cover without payment of any additional premium:

- i. any newly acquired buildings, machinery and plant in so far as the same are not otherwise insured, and;
- ii. alterations, additions and improvements to buildings, machinery and plant during the current period of insurance at any of the premises hereby insured, provided that:
- iii. at any one location this cover shall not exceed 5 pct. of the PD sum insured on such property subject to a limit of max INR
- iv the Insured undertake to give particulars of any such capital additions as early as possible.
- v. Additional Premium to be paid on pro-rata basis for Capital addition in excess of Rs.....

16. Destruction of Sound Property: It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the policy and endorsed hereon, that the insurance by this policy extends to cover the cost of destruction and subsequent replacement of undamaged property or undamaged portions of the property, if such destruction is solely necessary in order to carry out repairs or reinstatement of the property insured by this policy and for which the company has admitted liability.

Provided that this shall not include any work necessary to undamaged property to comply with any act, regulation or by-law of any local or public authority.

For the purpose of this clause, "undamaged" shall mean not damaged physically and directly by any event or perils not otherwise excluded by this policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the policy schedule.

17. Claim preparation cost: This Policy shall pay expenses incurred by the Insured or by the Insured's Representatives including Auditors, Accountants including forensic accountants, Appraisers, Umpires, Lawyers, Consultants, Architects, Engineers or other such professionals in order to arrive at the loss payable under this policy in the event of a claim. The policy extends to cover the cost necessarily and reasonably incurred for acquiring the reports from original equipment manufacturers or from any other agencies at the request of the surveyor/insurer to substantiate a claim. This provision does not insure expenses incurred for services of any public adjuster.

18. Deliberate Damage: Subject to the terms and conditions of this policy, this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. Consequential losses are however excluded.



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19. Free Automatic Reinstatement of Sum Insured: At all times during the period of insurance of this policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company provided the aggregate claim amount exceeds 10 % of the sum insured per location.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

20. Demolition & increased cost of construction: Loss occasioned by the enforcement of any law(s) or ordinance(s) regulating the construction, repair or use of building(s) or structure(s) and in force at the time of such loss occurs which requires the demolition of any portion of the building(s) or structure(s) insured under this policy which have not suffered damage from the same loss occurrence.

The cost incurred in actually rebuilding both the damaged and demolished portions of the Building(S) OR Structures(s) with materials and in a manner to fully satisfy such ordinance(s) or law(s) or directives of statutory authorities. The total liability under this clause shall not exceed actual expenditure incurred in demolishing the undamaged portion of the building(s) involved plus the lesser of the following:

- (a) The actual expenditure incurred not including the cost of land in rebuilding on another site, or
- (b) The cost of rebuilding on the same site.

21. Leakage of Firefighting Equipment/Accidental of Gas Flooding System: It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance under the Policy extends to include the loss or damage to property hereby insured caused by accidental discharge or leakage from firefighting equipment. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

22. De watering Expenses: On payment of additional premium, it is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground following an event which is not specifically excluded hereunder. The liability of the Insurer shall not exceed the Limit stated in your Policy Schedule

23. Accidental Damage Clause: This policy is extended to cover direct physical loss or damage to the property described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any fortuitous cause subject to the terms, conditions and exclusions herein. The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

- 1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
- 2. Loss, destruction or damage to the insured property premises caused by change of temperature.

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3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anticorrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating or metal parts, unless caused by fire, lightening, riot, strike, malicious damage, storm, tempest, flood and inundation.
5. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
6. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
8. Any loss or damage due to self-intentional destruction, and/or arising out of provocation by the Insured or its authorized representative.

24. Minor works: This policy will provide automatic coverage for new projects by way of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or testing and commissioning and /or modifications and/or work carried out in insured premises property in course of construction – erection including testing and commissioning up to a value of Rs. 5 crores any one project and Rs. 5 crores in the aggregate for the policy period excluding testing of gas conversions of the project insured subject to intimation to the insurer within 60 days of the commencement of erection. At the option of the insured, the interests of the contractors and / or sub-contractors is hereby assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

The clause is subject to the following exclusions:

- i. Cost of making good faulty or defective workmanship. Or such design, but this exclusion shall not apply to damage resulting from such faulty or defective workmanship, material construction or design.
- ii. Advance Loss of Profit

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess or more specific insurance, if any, arranged in respect of such project work. The deductibles of this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount herein.

25. Immediate Repairs: It is agreed that in case of loss the insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the insurer or their representatives and in case of dispute as to the cost of repair and / or reconstruction the loss shall be settled in accordance with the terms of this policy, the sole object of this condition being not to deprive the insured from the use of operating properties which may be necessary to their business. Evidence of loss to be photographed and if any damaged items are replaced the same is to be preserved for inspection by surveyors.

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement

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terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

- 26. Expediting expenses:** In the event of loss hereunder the insurer shall also pay, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged property, including overtime and extra cost of express and other rapid means of transportation.
- 27. Employees Personal Property / Effects:** In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the loss and/or damage of employee's personal property at the insured premises for which insured is responsible provided that the insurer would not be responsible to pay more than what limit per employee per event set by the insured. Loss not payable if the damaged property is specifically insured in some other policy
- 28. Undamaged Foundations:** It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the foundation of the property insured which prove to be unusable following the loss or damage as covered under the Policy at the insured premises shall be considered part of the property damaged.
The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.
- 29. Damage to Underground Services:** It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the policy includes damage to any insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable for which the Insured is responsible extending from the Premises to the main provided the sum insured declared under the Policy is inclusive of the above
- 30. Cost of Clearing Drains Clause:** It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises within 500 meters of Insured premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.
- 31. Additional customs duty (contingent):**
"In consideration of the insured having paid an additional premium, It is hereby declared and agreed that the insured shall also be indemnified during the currency of the policy, towards Additional Custom Duty, which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.
The indemnity for such Additional Custom Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the company.
Subject otherwise to the terms conditions and exceptions of the policy."
- 32. Obsolete Parts:** The value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However,

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should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced, then the Insurer shall be liable for the replacement cost as new of equipment which will at least perform substantially the same functions as the original equipment.

The Insurer shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Insurer shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. The indemnification will not exceed the value as new for the equipment replaced".

33. OEM parts:

It is further noted and agreed that in the event of accidental physical loss or damage to the Property Insured hereunder The Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between OEM quote and the lowest quote does not exceed 25% of the lowest quote and the quotes are based on the same technological specifications. As far as reasonable the order for repairs/replacement can be placed with OEM on single quote basis for proprietary items/equipments.

Clauses:

- 1. Designation of Property Clause:** For the purpose of determining where necessary the item under which any property is insured, the insurer agree to accept the designation under which the property has been entered in the insured's books.
- 2. Reinstatement Value Clause:** Reinstatement value insurance may be granted on Buildings, Machinery Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.



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Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

(b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

3. **Civil Authority/Public Authorities/ Local Authority Clause:** "The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1) The amount recoverable under this extension shall not include :

- a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - i) in respect of destruction or damage occurring prior to the granting of this extension,
 - ii) in respect of destruction or damage not insured by the policy,
 - ii) under which notice has been served upon the insured prior to the happening of the destruction of damage,
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.



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- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
 - 3) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
 - 4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
 - 5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
 - 6) No additional premium shall be charged for inclusion of this clause in this policy.
4. **72 hours clause:** This clause shall cover all Perils caused by Act of God including but not limited to Tsunami Tempest and Cyclones.

Flood:

Each loss by flood and all losses from this peril within a 72 hour period shall be deemed to be one loss insofar as the Total Sum Insured and deductible provisions of this policy are concerned. The company shall not be liable for any loss caused by any flood occurring before the effective date and time of this policy, however, the Insurer will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this policy, provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

Wind and / or Rainstorm -

Each loss by wind and/or rainstorm shall constitute a single claim hereunder; provided, if more than one windstorm and/or rainstorm caused by the same atmospheric disturbance shall occur within any period of seventy-two (72) hours during the term of this Policy. Such windstorm and/or rainstorm shall be deemed to be a single windstorm and/or rainstorm within the meaning thereof.

Earthquake –

Each loss caused by earthquake shall constitute a single claim hereunder provided that more than one earthquake shock occurring within any seventy-two (72) hours during the term of this policy shall be deemed a single earthquake within the meaning hereof.

5. **Payment 'On Account' clause:** All liabilities being accepted and agreement reached as to the Loss adjuster's report, the insurer will make interim payment of the claim amount as approved by the loss adjuster within 15 days of agreement to the Loss Adjuster's Report and/or Addendum report/clarification issued therein and also subject to reinsurers' approval.



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6. **Nominated and Adjuster Clause:** It is hereby noted and agreed that in the event of a loss, reported under the policy, surveyors/loss adjusters to be engaged individually or jointly by the insurer from the panel of surveyors/loss adjuster, mutually agreed between the insured and insurer, subject to the concurrence of Reinsurer.
7. **Outbuilding Clause:** It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions it is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase and steel or iron frameworks in the said premises
8. **Loss payee clause:** Loss payable to the Insured or order as directed by the Insured which shall include such party which has a vested interest in the subject matter insured hereunder at the time of loss or damage.
9. **Non-Invalidation Clause:** This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured.
10. **Non - Vitiating Clause:** It is understood however that any act, omission, statement or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy



SECTION – VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



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SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

[As applicable]

1. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes,

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safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.
- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL.

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



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SECTION – VII

PRICE BREAK-UP / BILL OF QUANTITIES (BOQ)

[Do not quote here]

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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PRICE BREAK-UP / BILL OF QUANTITIES [BOQ]/SOR (PART-A)

Sl. No.	Activity Line No.	SERVICE DESCRIPTIONS	U.Q.C./UoM	Sum Insured (Rs.)	Premium Rate(per mille (%))	Premium Amount (Rs) [Excluding GST]
			(a)	(b)	(c)	D=a x c
1	10	MARINE PURCHASE TURN OVER POLICY/ MARINE OPEN POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2026. Quantity is Sum Insured Amount (SUM INSURED IN RS. 2,250,00,00,000). Rate to be mentioned in Mille (%) of Sum Insured.	per mille (%)	2,250,00,00,000	TO BE QUOTED IN FINANCIAL BID OF GeM	TO BE QUOTED IN FINANCIAL BID OF GeM
Total Premium amount exclusive of GST [CGST+SGST or IGST] [A]						TO BE QUOTED IN FINANCIAL BID OF GeM
Applicable GST[CGST+SGST or IGST] on A (____%) [B]						TO BE QUOTED IN FINANCIAL BID OF GeM
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Y)= [A] + [B](this amount to be incorporated in the financial bid of GEM)						TO BE QUOTED IN FINANCIAL BID OF GeM

NB:

- 1.BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID / BOQ FORMAT. THE SAME IS TO BE QUOTED IN GEM PORTAL ONLY.** The bidder should only indicate 'quoted' or 'not quoted' by placing a tick mark in the appropriate row.
- BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY.
- Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR items need to be quoted.
- The bidder shall quote the total contract value/Premium Amount (inclusive of GST) for the entire contract/job as a single lot on a LUMPSUM basis on the GeM Portal. In addition to the above, bidders are required to submit the Price Break-up as per the above prescribed Bill of Quantities (BOQ) format in the financial bid on the GeM Portal. The Price break-up will not be considered for L1 evaluation but shall be a part of the contract. In case of any discrepancy between the LUMPSUM price quoted on the GeM Portal and the uploaded Price Break-up, the LUMPSUM price quoted on the GeM Portal shall prevail. The break-up prices shall be modified on a pro-rata basis limited to the landed cost corresponding to the LUMPSUM quoted price. Further, any discrepancy observed in the bid shall be communicated to the bidder with a specified target date for response. If the bidder does not agree with the observation, the bid shall be liable to be rejected and action shall be taken as per the tender condition.
- No cell can be left blank, however atleast a value should be mentioned. Incase any cell where rates are to be quoted is left blank, then Gross amount i.e 'Y' will not be calculated. Please make sure to quote rates of all the items.
- 6. FOR BILLING THROUGH SAP SYSTEM, THE RATES IN BOQ/PRICE BREAK-UP/SOR WILL BE CONSIDERED.**

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PRICE BREAK-UP / BILL OF QUANTITIES/SOR [BOQ] (PART-B)

Sl. No.	Activity Line No.	Service Descriptions	U.Q.C. /UoM	Quantity	Premium Rate	Premium Amount (Rs) [Excluding GST]
				(a)	(b)	C=a x b
1	10	PUBLIC LIABILITY ACT POLICY (STATUTORY COVER), Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OF LIABILITY: Rs. 250.00 Crore AOA + Rs 500.00 Crore AOY Any one Accident (AOA) Any one year (AOY)	LMP	1		TO BE QUOTED IN FINANCIAL BID OF GeM
2	20	PLI POLICY STATUTORY COVER-ERF Long Text: ERF AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OF LIABILITY: AOA (ANY ONE ACCIDENT): Rs. 250.00 Crore AOA + Rs 500.00 Crore AOY Any one Accident (AOA) Any one year (AOY)	LMP	1		TO BE QUOTED IN FINANCIAL BID OF GeM
3	30	COMMERCIAL GENERAL LIABILITY (NON-STATUTORY COVER). Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INDUSTRIAL RISK POLICY (NON STATUTORY) WITH LIMIT OF LIABILITY: Rs. 50.00 Crore AOA + Rs 100.00 Crore AOY Any one Accident (AOA) Any one year (AOY)	LMP	1		TO BE QUOTED IN FINANCIAL BID OF GeM
4	40	DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY Long Text: PREMIUM AMOUNT: [DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY WITH LIMIT OF LIABILITY: 20 crores (AOA: AOY) Any one Accident (AOA) Any one year (AOY)	LMP	1		TO BE QUOTED IN FINANCIAL BID OF GeM

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Total Premium amount exclusive of GST [CGST+SGST or IGST] [A]	TO BE QUOTED IN FINANCIAL BID OF GeM
Applicable GST[CGST+SGST or IGST] on A (____%) [B] GST is not applicable on SOR 2 (20). Hence in the GST calculation formula, Sl. No. 2(20) is not considered.	TO BE QUOTED IN FINANCIAL BID OF GeM
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Z)= [A] + [B] (this amount to be incorporated in the financial bid of GEM)	TO BE QUOTED IN FINANCIAL BID OF GeM

Total amount including GST [CGST+SGST or IGST] [in Words]

NB:

1. BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID / BOQ FORMAT. THE SAME IS TO BE QUOTED IN GEM PORTAL ONLY. The bidder should only indicate 'quoted' or 'not quoted' by placing a tick mark in the appropriate row.
2. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY.
3. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR items need to be quoted.
4. The bidder shall quote the total contract value/Premium Amount (inclusive of GST) for the entire contract/job as a single lot on a LUMPSUM basis on the GeM Portal. In addition to the above, bidders are required to submit the Price Break-up as per the above prescribed Bill of Quantities (BOQ) format in the financial bid on the GeM Portal. The Price break-up will not be considered for L1 evaluation but shall be a part of the contract. In case of any discrepancy between the LUMPSUM price quoted on the GeM Portal and the uploaded Price Break-up, the LUMPSUM price quoted on the GeM Portal shall prevail. The break-up prices shall be modified on a pro-rata basis limited to the landed cost corresponding to the LUMPSUM quoted price. Further, any discrepancy observed in the bid shall be communicated to the bidder with a specified target date for response. If the bidder does not agree with the observation, the bid shall be liable to be rejected and action shall be taken as per the tender condition.
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6. FOR BILLING THROUGH SAP SYSTEM, THE RATES IN BOQ/PRICE BREAK-UP WILL BE CONSIDERED.

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."



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PRICE BREAK-UP / BILL OF QUANTITIES [BOQ]/SOR (PART-C)					
SN	Service Descriptions	Sum Insured (Rs)	U.Q.C./Uo M	Premium Rate (percent (%) or per mille (‰)) *	Premium Amount (Rs) [Excluding GST]
			(b)	(c)	D= a x c
		(a)			
1	STANDARD FIRE & SPECIAL PERILS POLICY	1,75,23,52,427	percent (%) or per mille (‰)		
2	BHARAT GRIHA RAKSHA POLICY	2,90,56,76,184	percent (%) or per mille (‰)		
3	BURGALARY POLICY	1,07,83,10,854	percent (%) or per mille (‰)		
4	ALL RISK POLICY FOR LAPTOP	27,34,731	percent (%) or per mille (‰)		
5	ELECTRONIC EQUIPMENT POLICY	16,99,21,973	percent (%) or per mille (‰)		
	Total Premium amount exclusive of GST [CGST+SGST or IGST] [A]				
	Applicable GST[CGST+SGST or IGST] on A (____ %) [B]				
	Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (P)= [A] + [B] (this amount to be incorporated in the financial bid of GEM)				

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PRICE BREAK-UP / BILL OF QUANTITIES [BOQ]/SOR (PART-C)					
SN	Service Descriptions	Sum Insured (Rs)	U.Q.C./Uo M	Premium Rate (percent (%) or per mille (‰)) *	Premium Amount (Rs) [Excluding GST]
			(b)	(c)	D= a x c
		(a)			

NB:

1. PLEASE CLEARLY SPECIFY WHETHER THE PREMIUM RATE QUOTED IS EXPRESSED IN PERCENT (%) OR PER MILLE (‰)
2. BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID / BOQ FORMAT. THE SAME IS TO BE QUOTED IN GEM PORTAL ONLY. The bidder should only indicate 'quoted' or 'not quoted' by placing a tick mark in the appropriate row.
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6. No cell can be left blank, however atleast a value should be mentioned. Incase any cell where rates are to be quoted is left blank, then Gross amount i.e 'Z' will not be calculated. Please make sure to quote rates of all the items.
7. FOR BILLING THROUGH SAP SYSTEM, THE RATES IN BOQ/PRICE BREAK-UP WILL BE CONSIDERED.



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CUT-OUT SLIPS

ENVELOPE – (I): "~~BID SECURITY / EMD & TENDER FEE / POWER OF ATTORNEY AND INTEGRITY PACT ANY OTHER TENDER DOCUMENTS~~"

DO NOT OPEN

SUB:"INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL .

TO

CONTRACTS & PROCUREMENT DEPARTMENT.
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A Government of India Enterprise)
Contracts & Procurement(C&P) Department
Administrative Building, PO: Lepetkata,
Dist.: DIBRUGARH, Assam
Pin Code: 786006
Phone No. 0373 2914636
Mobile No. 7399018425 / 8811047616

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS FOR UNPRICED BID

" INSURANCE COVERAGE FOR MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-A, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER), COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) & DIRECTORS & OFFICERS INSURANCE (D&O) LIABILITY POLICY UNDER PART-B AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-C" FOR BCPL."