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

Insurance coverage for BCPL:

a)	Comprehensive Mega Operational Risk Policy and Standalone Terrorism Policy	**UNDER PART-A**
b)	Marine Open Policy	**UNDER PART-B**
c)	Public Liability Act Policy (Statutory Cover) & Commercial General Liability Policy (Non-Statutory Cover)	**UNDER PART-C**
d)	Standard Fire & Standard Perils Policy, Bharat Griha Raksha Policy, Burglary Policy, All Risk Policy for Laptop and Electronic Equipment Insurance Policy	**UNDER PART-d**

TABLE OF CONTENTS

SECTION – I	INVITATION FOR BIDS (IFB)
SECTION – II	BID EVALUATION CRITERIA (BEC) & PRICE BID EVELUATION METHODOLOGY
SECTION – III	INSTRUCTIONS TO BIDDERS (ITB) AND FORMATS (TO BE READ IN CONJUCTION WITH BIDDING DATA SHEET (BDS))
SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)
SECTION – V	SPECIAL CONDITION OF CONTRACT (SCC) & SCOPE OF WORK
SECTION – VI	HEALTH, SAFETY & ENVIRONMENT [HSE] SPECIFICATIONS
SECTION – VII	PRICE BREAK-UP / BILL OF QUANTITIES (BOQ)

SECTION – I

INVITATION FOR BIDS (IFB)

SECTION - I

INVITATION FOR BID [IFB]

Ref. No. **BCPL/C&P/LE25W027BB/03418** Dated: **22.05.2025**

To,

PROSPECTIVE BIDDER(S)

SUB:" INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" FOR BCPL
(B)	**BCPL TENDER NO. & DATE**	**BCPL/C&P/LE25W027BB/03418** dated **22.05.2025** This Document(s) shall form integral part of Government e-Marketplace (GeM) Bid No. GEM/2025/B/6260773 Dated: 22.05.2025
(C)	**TYPE OF BIDDING SYSTEM**	02(Two) Bid System.
(D)	**TIME PERIOD OF POLICY COVER**	For a period of 1 year from **1st July 2025 to 30th June 2026**. [Detail as per SCC & SOW]
(E)	**BID SECURITY / EARNEST MONEY**	**NOT APPLICABLE**

	DEPOSIT (EMD)	
(E1)	**DECLARATION FOR BID SECURITY**	Bidder (MSE/STARTUP/CPSE) (to whom exemption in allowed as per extant guidelines in Vogue) seeking EMD exemption is mandatorily required to submit Declaration for Bid Security in bid as per proforma at **Form F-2A**.
(F)	**DATE, TIME & VENUE OF PRE-BID MEETING**	**As per date & time mentioned in GeM didding 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 **bhaskar.barman@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. Bhaskar Barman Designation: SM (C&P) Phone No. & Extn.: 0373 2914636 Mobile No.: 9954195756 E-mail: **bhaskar.barman@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]:-

i) ~~EMD/Bid Security~~ (if applicable)/Declaration for Bid Security as per proforma at Form-F-2A.

ii) Power of Attorney

iii) Integrity Pact (as applicable)

iv) 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, 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.

13.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of 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.

Note: The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefits 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.

14.0 This **BCPL** tender document shall be read in conjunction with GeM bid document No. GEM/2025/B/6260773 Dated: 22.05.2025 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. BHASKAR BARMAN
Designation: SM(C&P)
Mobile No.: 9954195756
E-mail: bhaskar.barman@bcplindia.co.in

SECTION – II

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

A.0 BID EVALUATION CRITERIA (BEC):

Part A: Mega Operational Policy and Standalone Terrorism Policy (1.1)

1.1 BEC – Technical:

*1.1.1 The bidder must be **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 at least **One Large / Mega Risk Insurance Cover** of sum insured in excess of **Rs. 2,500 Crores** in any single location, as **Lead Insurer** in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer /Power Sector in preceding 7 years reckoned from the bid due date.*

OR

*The bidder must have executed and completed policies of **Fire Insurance Cover** as **Lead Insurer** in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer /Power Sector for a minimum sum insured as tabulated below in preceding 7 years reckoned from the bid due date.*

*PROVISIONS *1*	*Required No(s). of Policies*	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	5,602.08
2nd Provision	*02*	7,002.60
3rd Provision	*01*	11,204.17

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

*1.1.3 The bidder must have executed and completed policies of **Stand-Alone Terrorism Policy** as **Lead Insurer** as Lead Insurer in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer /Power Sector for a minimum sum insured as tabulated below in preceding 7 years reckoned from the bid due date:*

*PROVISIONS *2*	*Required No(s). of Policies*	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	5,925.20
2nd Provision	*02*	7,406.50
3rd Provision	*01*	11,850.40

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

OR

*The bidder must have executed and completed policies of **Fire Insurance/ Comprehensive Mega Operational Cover** with **add on** for **Terrorism Cover** as **Lead Insurer** in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer / Power Sector for a minimum sum insured as tabulated below in preceding 7 years reckoned from the bid due date:*

*PROVISIONS *3*	*Required No(s). of Policies*	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	5,925.20
2nd Provision	*02*	7,406.50
3rd Provision	*01*	11,850.40

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

Part B: Marine Open 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.*

1.2.2 *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** *4*	***Required No(s). of Policies***	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	900.00
2nd Provision	*02*	1,125.00
3rd Provision	*01*	1,800.00

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

Part C: Public Liability Act Insurance Policy (Statutory Cover) & Commercial General Liability Insurance Policy (Non-Statutory Cover) (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 and should have a license to carry out Insurance Business in India under non-life insurance sector.*

Part D: Standard Fire & Standard Perils Policy, Bharat Griha Raksha Policy, Burglary Policy, All Risk Policy for Laptop and Electronic Equipment Insurance Policy (1.4)

1.4 BEC – Technical:

1.4.1 *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.*

1.4.2 *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** *5*	***Required No(s). of Policies***	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	70.09
2nd Provision	*02*	87.62
3rd Provision	*01*	140.19

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

1.4.3 *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** *6*	***Required No(s). of Policies***	***Minimum Sum Insured per policy. (Rs. In Cr.)***
1st Provision	*03*	116.23
2nd Provision	*02*	145.28
3rd Provision	*01*	232.45

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

1.4.4 *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.)***
1st Provision	*03*	43.13
2nd Provision	*02*	53.92
3rd Provision	*01*	86.26

**7 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 / D) individually or multiple parts clubbed together. However, bidder(s) must quote for all polices under individual Part. Any bidder(s) who do not quote for all polices under individual Part shall not be further evaluated for that Part.

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.

1.5 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)***	***Part-D (1.4)***
1	*Solvency Margin*	*Applicable*	*Not Applicable*	*Applicable*	*Not Applicable*

1.6 Relaxed Norms for Startups in technical criteria (prior experience):

Prior experience (i.e. sl. no. 1.1.2, 1.1.3, 1.2.2, 1.4.2, 1.4.3 & 1.4.4 above) for 'Startups' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality, technical specifications (scope of work).

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific

service as mentioned in the tender and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a <u>specific goods/job domain</u> wherein they are registered for as mentioned above for which the startup industry & domain shall be as under:

INDUSTRY	***SECTOR***
Financial Technology	***Insurance***

In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

However, the bidder must meet clause no. 1.1.1 / 1.2.1 / 1.3.1/ 1.4.1 as specified above, irrespective of being a start-up.

1.7 BEC- Financial:

1.7.1 ***TURN OVER****:*

*The **average annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) financial years (**FY: 2024-25, 2023-2024 & 2022-2023**) shall not be less than value as shown in the table given below:*

Sl. No.	***Brief Description***	***Part-A***	***Part-B***	***Part-C***	***Part-D***
1	*Average Annual Turnover*	*Rs. 21.87 Cr.*	*Not Applicable .*	*Rs. 0.34 Cr.*	*Not Applicable*

1.7.2 ***NET WORTH:*** *Net Worth of the bidder should be* ***positive*** *(Waived off for PSGICs) as per the* ***last audited financial statement*** *i.e.* ***FY: 2024-25*** *as shown in the table given below:*

Sl. No.	*Brief Description*	*Part-A*	*Part-B*	*Part-C*	*Part-D*
1	*Net worth*	*Positive*	*Not Applicable*	*Positive*	*Not Applicable*

The requirement of Net Worth of the bidder is applicable to other than Public Sector General Insurance Companies (PSGICs).

Note 2:

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

However, if bidders quote for more than one part(s), the requirement criteria for Annual Turnover shall be on cumulative basis and Net Worth shall be Positive (Waived off for PSGICs).

The bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years ***as per BEC clause no. 1.7.1*** *i.e.* ***FY: 2024-25, 2023-2024 & 2022-2024.***

- *Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered i.e.* ***FY: 2023-24, 2022-23 & 2021-22****. 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.*

1.7.3 ***Relaxed Norms for Startups in financial criteria:***

Prior turnover for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical

specifications as specified in the tender document.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without ***any prior experience & turnover criteria*** *as mentioned above and emerges as lowest evaluated bidder, the LOA / Order on such Startup shall be placed as per distribution of quantities.*

However, net worth requirement as specified in BEC Clause No. 1.7.2 shall be applicable.

1.8 ***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, 1.5, 1.6 & 1.7****:*

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* ***in support of Technical Criteria of Bid Evaluation Criteria (BEC)*** *furnished by the bidder(s) shall be verified and certified by any one of the following independent third-party inspection agencies:* *(i) Société Générale de Surveillance (SGS)* *(ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLISPL)* *(iii) International Certification Services (ICS)* *(iv) Bureau Veritas (Ind.) Pvt. Ltd. (BVIS)* *(v) DNV GL* *(vi) TUV Rheinland (India) Pvt. Ltd.* *(vii) TÜV SÜD South Asia Pvt. Ltd.* *(viii) TUV India Pvt. Ltd. (TÜV Nord Group)* *(ix) Intertek India Pvt. Ltd.* *(x) Moody International (India) Pvt. Ltd.* *(xi) RINA India Pvt. Ltd.* *(xii) Tata Projects Ltd.* *(xiii) Competent Inspectorate and Consultants LLP.* *(xiv) Apave TIV India Pvt. Ltd..* *All charges of the Third party for verification and certification shall be borne by the Bidder.*

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.	1.1.1 (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.
2	1.1.2 (For Part-A)	Experience against Execution of 'Mega Operational Policy or Fire Insurance Cover' as 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.
3	1.1.3 (For Part-A)	Experience against Execution of 'Stand Alone Terrorism Policy or Fire Insurance / Comprehensive Mega Operational Cover with **add on** for Terrorism Cover' as 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 verified & **Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp].**	
4	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.

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]
5	1.2.2 (For Part-B)	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.
1.3 (For Part-C)		**Technical Experience Criteria – Document** [All documents (for Part-C) to be **uploaded (submitted)** must be **self-Certified/attested**].	
6	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.
1.4 (For Part-D)		**Technical Experience Criteria – Document** [All documents (for Part-D) to be **uploaded (submitted)** must be **self-Certified/attested**].	
7	1.4.1 (For Part-D)	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.
8	1.4.2 (For Part-D)	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.

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]
9	1.4.3 (For Part-D)	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.
10	1.4.4 (For Part-D)	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.
11	1.5 (For Part A &/or ~~B~~C)	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 2024-25*** *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 2023-24: i.e.* ***FY: 2023-24*** *along with un-price bid and*

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]
			accordingly bidder's Solvency Margin shall be considered for FY 2023-24.
12	*1.6* *(For Part-A &/or B &/or C &/or D)*	*Experience against 'Startup' Company*	*a) Bidder (having New/Old startup "Certificate of Recognition" as mentioned at* ***1.6****) to upload/submit the valid* ***'Certificate of Recognition/Registration' issued by Department for Promotion of Industry and Internal Trade (DPIIT)*** *[formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry of Commerce & Industry, Govt. of India duly* ***certified by the Chartered Accountant*** *(not being an employee or a Director or not having any interest in the bidder's company/firm) and* ***notarized by notary public with legible stamp.*** *b) Bidder (having Old startup "Certificate of Recognition" as mentioned at* ***1.6****) also to upload/submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT (formerly known as DIPP) duly* ***certified by the Chartered Accountant*** *(not being an employee or a Director or not having any interest in the bidder's company/firm) and* ***notarized by notary public with legible stamp****.*
	1.7	***Financial Experience Criteria- Document*** *(All documents audited financial statements under 1.7.1 & 1.2.2 shall be submitted are required to be duly signed and stamped by a* ***Chartered Accountant and duly Certified/attested by Notary public*** *with legible stamp)*	
13	*1.7.1* *(For Part A &/or C)*	*Average Annual Turn-over* *(Not mandatory for start-ups)*	*Bidder(s) shall submit copy(s) of audited financial results (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e.* ***FY: 2024-25, 2023-24 & 2022-2023.***

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]***
			In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: ***2024-25*** *is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has an option to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to* ***FY 2024-25:*** *i.e.,* ***(FY: 2023-24, 2022-23 & 2021-222)*** *and accordingly average annual turnover of the Bidder as per the audited financial result of the preceding three (03) financial years(FY: 2023-24, 2022-23 & 2021-22) shall be considered.*
14	*1.7.2 (For Part A &/or C)*	*Net worth (Mandatory for all bidders)*	*Bidder(s) shall submit copy of audited financial results (Balance sheet and Profit & Loss account statement) of the last audited Financial Year, i.e.* ***FY: 2024-25.*** *In case, audited financial results (Balance sheet and profit & Loss account statement) of FY:* ***2024-25*** *is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has an option to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to* ***FY: 2024-25 i.e. FY: 2023-24*** *and accordingly bidder's net worth shall be considered for FY 2023-24.*
15	*(For Part A &/or C)*	*Format, F-10 (Mandatory for all bidders)*	*"Details of financial capability of bidder" shall be submitted in the prescribed* ***Format, F-10*** *enclosed duly signed and stamped by a* ***Chartered Accountant only.***

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

(a) If a bidder quotes for all the four parts or any three parts or any two parts involving Part-A, Certification of document w.r.t. BEC clause no. 1.1.1, 1.2.1, 1.3.1 & 1.4.1 may be done

as per 1.8 (1.1). If a bidder quotes for any three parts or any two parts involving Part-B, Certification of document w.r.t. BEC clause no. 1.2.1, 1.3.1 & 1.4.1 may be done as per 1.8 (1.2).

(b) ***The cut-off date for meeting the criteria of BEC of the tender shall be the due date for un-priced bid opening.***

(c) *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.*

(d) ***Commercial queries pertaining to BEC (Financial):***
Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

B.0 Methodology for Evaluation of Bids:

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

1.1 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".

1.2 The evaluation will be done on Part-wise basis (Part-A & Part-B & Part-C & Part-D separately). Total quoted price including GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.

1.3 Part-A consists of Comprehensive Mega Operational Risk Policy & Standalone Terrorism Policy and the evaluation for comparison of bids shall be on overall L1 basis including GST. Accordingly, the bidder must quote for both Comprehensive Mega Operational Risk Policy & Standalone Terrorism Policy [for 100% coverage as per scope for both the policy] and qualify for the same.

1.4 Part-B consists of Marine Purchase Turnover Policy and the evaluation for comparison of bids shall be on L1 basis including GST.

*1.5 Part-C consists of Public Liability Act Policy (Statutory Cover), Public Liability Act Policy (Statutory Cover)-ERF & Pubic Liability Industrial Risk Policy / Commercial General Liability (Non-Statutory Cover) and the evaluation for comparison of bids shall be on L1 basis including GST. Accordingly, bidder must quote for **all the three policies** [for 100% coverage as per scope for all the three policies] and qualify for the same. GST on Public Liability Act Policy (Statutory Cover)-ERF is not applicable.*

*1.6 Part-D 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** [for 100% coverage as per scope for all the five policies] and qualify for the same.*

1.7 If a bidder quotes for any one part or any of the two parts or the three parts or all the four parts and qualifies for either of a part (i.e. Part-A or Part-B or Part-C or Part-D) or combinations of any two parts (i.e., Part A & B or Part A & C or A & D or Part B & C or Part B & D or Part C & D) or any three parts (i.e., Part A & B or Part A & C or A & D or Part B & C or Part B & D or Part C & D) or all the four parts (Part A & B & C & D), his bid will be considered for priced bid opening only for the part(s) which the bidder individually qualifies.

1.8 The situation of tie to be handled as per tie breaker methodology of GeM or ITB Clause will prevail.

*1.9 **Part-A of the insurance for Mega Operational Risk Policy and Standalone Terrorism Policy, has been shared (between Lead insurer & Co-insurer) on the following basis:***

SHARING PATTERN (<u>Applicable for Part-A of the tender only</u>):

(i) The techno-commercially qualified bidder with the lowest total evaluated amount for SOR-A shall be the Lead Insurer/Lead Insurance Company. The Insurance risk cover would be shared by the Lead Insurer amongst first four ranked techno-commercially qualified insurance companies (including Lead Insurer) as Co-Insurer in the following sharing pattern for each SOR subject to their matching with the evaluated L-1 amount, in the following manner:

Sl. NO.	*RANK*	*SHARE (%)*
01	*L-1 (Lead Insurer)*	*50% (at L1 rate)*
02	*L-2 (Co-Insurer)*	*25% (at L1 rate)*
03	*L-3 (Co-Insurer)*	*15% (at L1 rate)*
04	*L-4 (Co-Insurer)*	*10% (at L1 rate)*

(ii) In case the L-2, L-3 and/or L-4 fail to match the evaluated L-1 amount then next ranked bidder(s) i.e. L-5, L-6, L-7 bidders and so on will be asked to match their prices with the evaluated L-1 amount.

(iii) After matching of evaluated L-1 amount, in case there are less than 4 techno-commercially acceptable bidders, the sharing pattern shall be as under in terms of their original inter-se ranking:

3 Bidders: in the ratio of 60:25:15 (L1:L2: L3 at L1 rate)
2 Bidders: in the ratio of 70:30 (L1:L2 at L1 rate)
1 Bidder: 100% (L1)

(iv) Part-B, C & D to be awarded on L1 basis to techno-commercially qualified bidder.

.

……..

~~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 Brahmaputra Cracker and Polymer Limited having registered office at 1st Floor, House No 6 Bhuban 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 CONJUCTION WITH BIDDING DATA SHEET (BDS)]

SECTION-III
INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

[C] PREPARATION OF BID:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13 GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD)
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

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

26. BID OPENING - **DELETED**
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS - **DELETED**
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS - **DELETED**
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION - **DELETED**
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR PERFORMANCE EVALUATION
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. PROVISION FOR STARTUPS
50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
52. ANJANI PORTAL
53. DOCUMENTS FOR PAYMENT
54. ORDER TRANSMITTAL SYSTEM
55. ASSIGNMENT/SUBLET

[G] ANNEXURES:

Related to BEC:

1. **ANNEXURE-A:** ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID-UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017.
4. **ANNEXURE-D:** CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

Related to ITB:

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

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, ~~Mecon~~ etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

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 of finalization of the tender. Concealment of the facts shall tantamount tomisrepresentation

of facts and shall lead to action against such Bidders as per clause 39ofITB.

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 there status on above ondue 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 leadto 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 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-l 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.
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 theBidder to obtain all the necessary information with regard to site, surrounding, workingconditions, weather etc. on its own before submission of the Bid.

[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 andConditions (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] ***
- Section-V : Special Conditions of Contract [SCC] & Scope of Work[SOW]
- Section-VI : Health, Safety Environment [HSE] Specifications
- Section-VII : Bill of Quantities [BOQ]

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 ofhis 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-bidmeeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where

pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL mayrespond 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 beuploaded 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 Documentand 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 enclosedcontents with index.

(b) 'Bidder's General Information', as per 'Form F-1'.

(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 EVALUATIONCRITERIA [BEC]" establishing the qualification.

(i) Copy of Power of Attorney /copy of Board Resolution, in favour of theauthorized 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 (inrespect 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, itsCorrigendum/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 theBidder 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.

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 partof 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, thenthe 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 submitEMD 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.

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 orderby 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 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 ofthe 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 requisitedetails.

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

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 'GovernmentNotification' 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/UTGSTor 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 creditof **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 requiredto 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)**:-

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, it 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 inthe Price bid/SOR.

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST orIGST)** 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 attributableto 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

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 ratingof 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, incurredby 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 B2Btransactions

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 thisprocess, 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 (bothfor 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 andinterest, 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 asper 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 it's 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

additional period on GeM portal. The request and the responses thereto shall be madein 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): Applicable as per GeM Bid

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' (including e- 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 madeby such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG

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 andTime 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 ofAcceptance [FOA]",

(ii) furnish "Contract Performance Security / Security Deposit", inaccordance 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 Following categories of Sellers are exempted from furnishing Earnest Money / Bid Bond when tender is processed through Government e-Marketplace (GeM) Portal:

(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 furnishingEarnest Money / Bid Bond.

However, Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.

16.10 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank 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 officerthrough 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 submitDeclaration 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 BiddingDocuments 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 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 correctionsare 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 responsivenessof 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 Biditself 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 incase 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 summarily rejection of Bid:

(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 whichis 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 obligationsof 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.

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 bythe Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause16 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 incurringany 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;
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 vagueor 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 requirementand whose bids is 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-commerciallyresponsive 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 Corrupt / 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 requireto 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 TenderDocuments.

b) "Reservation" is the setting of limiting condition(s) or withholding fromcomplete 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 jobas 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 proposedContract.

b) If rectified, would unfairly affect the competitive position of other bidderspresenting 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 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 thestipulations 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:

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

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of 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.

[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 determinedas

the lowest provided that bidder, is determined to be qualified to satisfactorilyperform the Contract.

"BCPL intent to place the contract directly on the address from where Services are tobe 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 orlike 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 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

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' ofappropriate 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.

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

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 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 theNationalized 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 submitthe Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL'sBank 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 Officerimmediately 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 transactionon respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30(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 basedon 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 isenclosed at Annexure-I.

39.2 ~~The Fraud Prevision Policy document is available on BCPL's website (www.bcplonline.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 orother "CONTRACT DOCUMENTS" shall not be applicable for any consequentialissue /dispute arising in the matter.

40 <u>PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALLENTERPRISES (MSE)</u>:

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

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

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

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

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

40.3 In case Bidder is a Micro or Small Enterprise, 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 interestin 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 benfits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, underSME 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 consentin 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.

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 vendorscan 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 andpayment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

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 prevailingfrom 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 filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

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.

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

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

44. DISPUTE RESOLUTION

1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).

(ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to "Samadhan Committee". The same will be addressed by Samadhan Committee within 15days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High CourtJudges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator 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 thefee Schedule of ''Delhi International Arbitration Centre'.

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be finaland binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any

amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

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

b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

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

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in forcein 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 ofthe provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22-05-2018.

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

The above provisions shall supersede provisions relating to Conciliation, Arbitration,

Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

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 throughCards and Digital means to the extent possible.

48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO 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 STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)

As mentioned in Section-II, Prior turnover and prior experience shall not be requiredfor 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 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/frmlogin.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 monthafter 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/frmUserLogin.aspx.~~

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

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.

……

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:

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.

ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.

iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.

Note:

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

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

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

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

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:
https://www.xe.com/currencyconverter
https://economictimes.indiatimes.com/markets/forex/currency-converter
https://www.oanda.com/currency/converter

……

Appendix-A1 to Annexure-A

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

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

Whereas

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED (hereinafter referred to as BCPL) has invited offers vide their tender No. _____ for _____and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

a) M/s._____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of (Supporting Company) M/s.

For and on behalf of (Bidder)

Witness:

1)

2)

Witness:

1)

2)

Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at …… hereinafter called "BCPL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number …… for …….. on …….., and the bidder has submitted it bid number…… in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

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

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

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL,

take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

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

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

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

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

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

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

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

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this

Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

Official seal_____

Witness:

1. Signature_____

Full Name _____

Address_____

2. Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.

2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.

Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____dated_____ (herein after called CONTRACT/ ORDER) for Brahmaputra Cracker and Polymer Ltd. having registered office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

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

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)_____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written

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

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

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

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

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

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

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

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)

_____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

10. 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.

11. 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
E-mail:
Telephone/Mobile No.:

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of

foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. 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 as per format appended below.

3. The Bank Guarantee 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.

4. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

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 :**			

……..

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:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation —

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

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

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

Note:

(i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

(ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and / or technologies, specified at Schedule-I, II & III of this order. ***[Not applicable in this tender]***

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

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

10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender,

registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

11. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country 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]

Form-I-A of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

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

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

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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:

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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:
Date:

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

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. 30 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

NOT APPLICABLE

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

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-17013) dated 21.08.2024 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)-Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG- Part (4) (E-41432) dated 26.04.2022 from MoP & NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 of MoP & NG, the same is modified as under :

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

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

Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b) The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.

c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:
'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

L1 mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means Brahmaputra Cracker and Polymer Limited

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

3A **Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

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

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-1 LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS

(a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/Services tenders. This provision will be applicable only for those items

which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

(b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local

supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE

Procurement of spare parts/consumables and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part

Manufacturer shall be exempted from this Order.

9.0 VERIFICATION OF LOCAL CONTENT/DOMESTIC VALUE ADDITION

a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide as per proforma at Form-1) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate 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 suppliers other than companies) giving the percentage of local content as per proforma at Form-2.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification' duly certified by cost/chartered accountant in practice for cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Charted Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

c) In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.

d) Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

e) In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL 's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

i) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved wile computing Local Content:

Sl.	Items Category of procurement
1	**Instrumentation Items** like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors; Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Flouroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Reflectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibiometer for reverse permeability; Proppant Conductivity Tester etc

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system, Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	**Geophysical Services** Seismic Data Acquisition System: VSP Data Acquisition System; Field Processing Unit: Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	**Geophysical Equipment** Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit. VSP Data Acquisition System. VSP Processing Software; High-End Servers for G&G Applications. HPCC Solution; Virtualization and Container Software
8	**Logging Services** Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10,000 psi).

****

FORM-1

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB:
TENDER NO:

Dear Sir

We, M/s_____ ***(Name of Bidder)*** confirm that as per the definition of policy we are:

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____ ***(Name of Bidder)*** meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……%.

The details of the location (s) at which the local value addition is made is as under:

……
……...
……

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

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

FORM-2

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)
[Applicable for Procurement/Purchase value in excess of Rs.10 Crores]

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB:
TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____ ***(Name of Bidder)*** quoted vide offer No. _____ dated _____ against tender No._____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……% .

Name of Audit Firm:
Date:

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

Note:

(i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

(ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To
1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

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 improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency" in this Annexure.

A.6 "Appellate Authority" shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).

A.7 "Competent Authority" shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the "COO".

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common;

(b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

(d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.

(e) All successor agency will also be considered as allied agency.

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

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding 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, during execution of Contract, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

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

Suspension of Order / Contract:

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

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

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

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

B.2.2 Period of Banning

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

(i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.

(ii) Corporate Vigilance Department, BCPL based on the input from Investigating agency, forward for specific immediate action against the Agency.

(iii) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical Bid, the Bid submitted by the Agency shall be ignored.

D.3.2.2 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.

D.3.2.3 After opening of price, BG/EMD made by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

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

D.3.4 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.

……

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:

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:

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valuated 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

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

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   (a) First Instance: **Holiday (Red Card) for One Year**
   (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 othertenders 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 subsequence 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

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

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

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

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

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).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequence 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.

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.

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.

.....

Annexure-1

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

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**) ____

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

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

Signature of
Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS / CONTRACTS	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

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:

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

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

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

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

ANNEXURE-III

NOT APPLICABLE IN THIS TENDER

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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.: 9954195756 Email: bhaskar.barman@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 **YES** √ **NO** X Details of Buyer: 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**

A. GENERAL	
ITB Clause	**Description**
15	The bid validity period shall be 03(Three) months from final 'Bid Due Date'.
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the 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:* ***Field Number*** / ***Particulars (to be mentioned in Row 1)*** *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. B J Barman, 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

A. GENERAL	
ITB Clause	**Description**
	in tender: **i)** Micro & Small Enterprises (MSEs) **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: APPLICABLE: √ NOT 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: √

FORMS & FORMATS

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)

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB:" INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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: 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 subm documentary evidence for same).
14	GST No. (refer sl. no. 7 above)	
15	Vendor Classification Mark (√) 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 specified it ITB: Clause No. 40*)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents specified it ITB:Clause No. 40*)
	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents specified it 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 specified it ITB: Clause No. 49)*

	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-I of Annexure-B b) FORM-II of Annexure-B	a) Yes / No b) 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:

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 polices 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:
Date:

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

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 Brahmaputra Cracker and Polymer Ltd., the amount _____ _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmaputra 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:

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)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
E-Mail ID:
Telephone/Mobile No. :
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.

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 :			

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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:
Date:

[Signature of Authorized Signatory of Bidder]
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.

F-4

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 Brahmaputra 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

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.

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.

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 :**			

F-5

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:" INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 priceescalation/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 incompliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteeringclause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
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
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.	
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).	
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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
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** **(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."	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
19.	Bidder to ensure all documents as per tender including Clause No. 11 of Section III and all Formats are included in their bid	
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 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, Mecon 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.	
23.	Bidder certifies that they ~~would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.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	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
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.	
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:

F-6

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 : .....

F-7

BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 (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 will be asked for in TQ/CQ and considered for evaluation.

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 alongwith 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:
Date:

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

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	

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:

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.

F-10

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:
Chartered Accountant/CPA
Date:

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

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.

F-11

BIDDER'S QUERIES FOR PRE-BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB:" INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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 *bhaskar.barman@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 : _____

F-12

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 Brahmaputra 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 Brahmaputra 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:

INTEGRITY PACT

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

INTEGRITY PACT

INTRODUCTION:

BCPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BCPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

ANNEXURE-1

Bidder is required to sign the Integrity Pact with BCPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.

b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.

d) The Counterparties shall promote and observe best ethical practices within their respective organizations.

e) The Counterparty shall inform the Independent External Monitor.
   i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit.
   ii) If it comes to know of any unethical or illegal payment / benefit.
   iii) If it makes any payment to any BCPL associate.

f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

INDEPENDENT EXTRNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by BCPL, in terms of Integrity Pact (IP) which forms part of BCPL Tenders / Contracts.

i) Sh. S. Srinivasan [email:s.srinivasan1980@gmail.com]
ii) Smt. Deepa Krishan [email: deepakrishan@gmail.com]

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Sh. Arunjyoti Dutta, CM (C&P)- Email ajdutta@bcplindia.co.in) in BCPL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL (India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Brahmaputra Cracker and Polymer Ltd., a Government of India Public Sector, (here-in-after referred to as "Principal").

AND

_____(here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for_____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-

i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.

ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

iii) The Principal will exclude from the process all known prejudiced persons.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.

4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.

9. The word 'Monitor' would include both singular and plural.

10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For and on behalf of BCPL
for Integrity Pact
Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

For and on behalf of BCPL
for Integrity Pact
Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

---------- ----------

(For & on Behalf of Principal) **(For & on Behalf of Bidder / Contractor)**

(Office Seal) **(Office Seal)**

Place ----------
Date ----------

Witness 1:
(Name & Address) .....
.....
.....

Witness 2:
(Name & Address) .....
.....
.....

F-14

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.

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (NON-STATUTORY COVER) UNDER PART-C AND STANDARD FIRE & STANDARD PERILS POLICY, BRARAT GRIHA RAKSHA POLICY, BURGLARY POLICY, ALL RISK POLICY FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY UNDER PART-D" 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:
Date:

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

COMMERCIAL BID ANALYSIS (CBA) - SERVICE CONTRACT		
TENDER SUBJECT		
TENDER DOCUMENT NUMBER & DESCRIPTION::		
S.NO.	**NAME OF BIDDER**	**M/s. ……**
1.0	**PARTICULARS**	
1.1	ADDRESS OF REGISTERED OFFICE	
1.2	ADDRESS WHERE CONTRACT TO BE PLACED	
1.3	ADDRESS FROM WHERE SERVICES ARE TO BE RENDRED ALONG WITH GST REGISTRATION NO.	ADDRESS: GST NO:
1.4	PHONE NO.	
1.5	E-MAIL	
1.6	NAME, DESIGNATION & CONTACT DETAILS OF CONTACT PERSON AS PER FORM F-3 (LETTER OF AUTHORITY)	
1.7	OFFER NUMBER & DATE	
1.9.1	STATUS OF BIDDER Specify the type of bidder along with documents submitted.	*(Start-Up / Non-Start-up)*
1.9.2	In case of Start-Up, submitted relevant documents duly certified by Chartered Accountant and Notary Public with Legible stamp	*Submitted/ Not Submitted*
2.0	**EMD DETAILS (WHEREVER APPLICABLE)**	*NOT APPLICABLE*
3.0	**FORMS & FORMATS**	
3.1	FORMAT F-1: BIDDER'S GENERAL INFORMATION	*Submitted/ Not Submitted*
3.2	Status of Firm/ Company: Proprietorship Firm / Partnership Firm/ Company (Private or public) (As per Format F-1) (mention the details of documents submitted to justify the status)	
3.3	Name of Proprietor/Partners/Directors (As per Format F-1)	
3.4	PAN No. (As per Format F-1)	
3.5	GST Registration No. (As per Format F-1)	

3.6	EPF Registration No.	
3.7	ESI code No.	
3.9	FORMAT F-3 LETTER OF AUTHORITY [ON LETTER HEAD]	*Submitted/ Not Submitted*
3.10	FORMAT-F-5: AGREED TERMS & CONDITIONS (ATC)	*Submitted/ Not Submitted*
3.11	Acceptance of Bid validity	*Accepted/ Not Accepted*
3.12	Acceptance of payment terms	*Accepted/ Not Accepted*
3.13	Acceptance of Contract Performance Security	*NOT APPLICABLE*
3.14	Acceptance of Contract Period / Completion Schedule	*Accepted/ Not Accepted*
3.15	Acceptance of Price Reduction Schedule	*Accepted/ Not Accepted*
3.16	Whether bidder is liable to raise E-Invoice as per GST Act.	*Yes/No*
3.17	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	*Accepted/ Not Accepted*
3.18	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	*Yes/No*
3.19	If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	*Yes/No*
3.21	FORMAT F-10: FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER	*Submitted/ Not Submitted*
3.22	FORMAT F-12:E-BANKING MANDATE FORM	*Submitted/ Not Submitted*
3.23	FORMAT-F-13: [IF APPLICABLE] INTEGRITY PACT (ON PLAIN PAPER)	*Submitted/ Not Submitted*
3.24	POWER OF ATTORNEY & NAME OF PERSON	
3.25	NAME OF DIGITAL SIGNATORY	
4.0	**IBID DOCUMENT / GCC / REPLY TO BIDDERS QUERIES / PRICE SCHEDULE (WITH PRICES BLANKED OUT)**	
4.1	ACCEPTANCE & SUBMISSION OF COMPLETE BID DOCUMENT WITH IFB, ITB, FORMS & FORMATS, GCC, VENDOE PERFORMANCE ETC.	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.2	ACCEPTANCE & SUBMISSION OF REPLY TO BIDDER QUERIES	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.3	ACCEPTANCE & SUBMISSION OF CORRIGENDUM	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.4	SUBMISSION OF COPY OF "SCHEDULE OF RATES" WITH PRICES BLANKED OUT	*Submitted/Not Submitted*
4.5	Name of the bidder is not appearing in Holiday/ Banning list as per provisions of tender	*Yes/No*

<table>
<tr><td>6.0</td><td colspan="2">LAND BORDER SHARING NOT APPLICABLE</td></tr>
<tr><td>7.0</td><td colspan="2">PPP-MII POLICY NOT APPLICABLE</td></tr>
<tr><td>8</td><td colspan="2">BEC FINANCIAL</td></tr>
<tr><td>8.1</td><td><u>The Average Annual Turnover (refer Section II):</u> of the Bidder as per their audited financial results in any one of the immediately three preceding financial years shall be not less as follows:
<table>
<tr><th>Sl. No.</th><th>Brief Description</th><th>Part-A</th><th>Part-B</th><th>Part-C</th><th>Part-D</th></tr>
<tr><td>1</td><td>Average Annual Turnover</td><td>Rs. 21.87 Cr.</td><td>Not Applicable.</td><td>Rs. 0.34 Cr.</td><td>Not Applicable</td></tr>
</table></td><td></td></tr>
<tr><td>8.2</td><td>Part Quoted</td><td>Part-A:_____ Part-B:____ Part-C:____ Part-D:____</td></tr>
<tr><td>8.3</td><td><u>Net worth:</u> Net worth of the Bidder shall be positive as per the last audited financial statement.</td><td>Positive/ Negative (Enter the net worth as per Form F-10.)</td></tr>
<tr><td>8.4</td><td>Minimum Solvency Margin based on last audited financial statement [Applicable other than Public Sector General Insurance Companies and minimum Solvency Margin should be 150% (or 1.5 times) as per IRDA Guidelines]</td><td></td></tr>
<tr><td>8.7</td><td>Submitted copy of Audited Annual Financial Statement [including Auditor‘s Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) . Copy of the audited annual financial statements shall be duly certified / attested by Notary Public with legible stamp.</td><td>Submitted / Not Submitted with appropriate remarks (if any)</td></tr>
</table>

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF SERVICES

TABLE OF CONTENT

SL. NO.	DESCRIPTION
SECTION – I	**DEFINITIONS & INTERPRETATIONS**
1.1	Definition of Terms
1.2	Interpretations & Priority of Contract Documents
1.3	Special Conditions of Contract
SECTION – II	**GENERAL INSTRUCTIONS & OBLIGATIONS**
2.1	Formation of Contract
2.2	Signing of Agreement
2.3	Addenda/Corrigenda
2.4	Liability of Government of India
2.5	Site Visit
2.6	Action in case of Corrupt/Fraudulent /Collusive /Coercive Practices and Evaluation ofPerformance
2.7	Retired Government or Employer's Officers
2.8	Conflict of Interest
2.9	Abnormal Rates
2.10	General obligations of Service Provider
2.11	Service Provider's Representative & Personnel
2.12	Service Provider's Employees / Personnel
2.13	Contract Performance Security
2.14	Failure by the Service Provider to comply with the provisions of the Contract
2.15	Service Provider remains liable to pay compensation if action not taken under clause 2.13
2.16	Change in constitution
2.17	Termination of Contract
2.18	Amount Payable in case of Termination
2.19	Members of the Employer Not Individually Liable
2.20	Employer not Bound by Personal Representations
2.21	Force Majeure
2.22	Price Reduction Schedule
2.23	Assignment/Sublet
2.24	Liens
2.25	Delays by Employer or his Authorised Representative
2.26	No waiver of rights
2.27	Certificate not to affect right of employer and liability of Service Provider
2.28	Language and Measures
2.29	Release of Information

SL. NO.	DESCRIPTION
2.30	Completion Period, Contract Period and Completion of Contract
2.31	Independent Capacity
2.32	Notice
2.33	Confidentiality
2.34	Intellectual Property Right
SECTION – III	**PERFORMANCE OF SERVICE**
3.1	Execution of services
3.2	Changes In Services
3.3	Action and compensation in case of poor service
3.4	Suspension of services
3.5	Defects Liability Period
3.6	Completion Certificate
3.7	Final Decision & Final Certificate
3.8	Limitation of Liability
3.9	Indemnity
SECTION – IV	**PAYMENT, INSURANCE AND TAXES**
4.1	Deduction from the Contract price
4.2	Schedule of rates and payments
4.3	Procedure for Billing of Services
4.4	Notice of claims for additional payments
4.5	Insurance
4.6	Taxes and Duties
4.7	Income tax
4.8	Statutory variations
4.9	Damages to Property of any person and third party
SECTION – V	**LAWS, HEALTH, SAFETY & ENVIRONMENT**
5.1	Labour Laws
5.2	Safety regulations
5.3	First aid and industrial injuries
5.4	General rules
5.5	Care in handling inflammable gas
5.6	Preservation of place
5.7	Environment
SECTION – VI	**DISPUTE RESOLUTION AND ARBITRATION**
6.1	Dispute resolution
6.2	Arbitration
6.3	Jurisdiction

SL. NO.	DESCRIPTION
6.4	Continuance of The Contract

SECTION – I DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The „Bidder/Tenderer" means the person(s) / Firm / company / Corporation / Organization / entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptancethereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Brahmaputra Cracker and Polymer Ltd. (BCPL), a public limited company, having its Registered office at 1st Floor,House No 6, Bhuban Road, Uzanbazar, Guwahati, Assam, Pin - 781001 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising ofEquipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard oflife or property.

The "Service(s)" means and include all services and activities/jobs to be performed by theService Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities(if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) andpermitted assign(s).

"Service Provider"s/ Bidder"s Representative" means such person(s) duly authorized bythe Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it"s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of theEmployer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sumcalculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards ofperformance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 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) The Contract Agreement
ii) Detailed Letter of Acceptance along with its enclosures
iii) Fax of Acceptance
iv) Scope of Works/ Job Specifications (specific to particular job only, whereverprovided)
v) Drawings
vi) Special Conditions of Contract (SCC)
vii) Technical Specifications (wherever applicable)
viii) Instructions to Bidders (ITB)
ix) General Conditions of Contract (GCC)
x) 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 withan inconsistency. Specific term(s) agreed take priority over general statement(s) andterms 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 haveequal importance within their group.

1.2.2 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 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.

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

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

1.2.5 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 remainingprovision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections andvolumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as itmay be practicable to do so.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance withany provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shalldo so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

SECTION – II

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).

2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT

2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In theevent of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA

2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities,obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its

own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer 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 Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenantsnot to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extraclaim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/FRAUDULENT /COLLUSIVE /COERCIVE PRACTICES AND EVALUATION OF PERFORMANCE

The Bidder(s)/Service Provider(s) are required to abide by the following provisions:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banninglist (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Detailed Procedure is elaborated in the tender document.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of BCPL and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/BCPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

Detailed Procedure is elaborated in the tender document.

2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowedto service as a Service Provider for a period of one year after his retirement / resignation / severance from Government Service

or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to beterminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Governmentor of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for anyproject resulting from or closely related to the Services.

2.9 ABNORMAL RATES

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of costinvolved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

Service Provider shall, in accordance with and subject to the terms and conditions of thisContract:

2.10.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations underthe Contract.

2.10.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer‟s personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authroised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider‟s premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER’s REPRESENTATIVE & PERSONNEL

2.11.1 Service Provider shall appoint a person (*“Service Provider’s Representative”*) who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance ofthe Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider‟s performanceof the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider‟s Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer‟s representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider"s Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

The Service Provider in connection with performing the Services and remedying of anydefects, shall provide:

(a) only such skilled and experienced personnel(s) in their respective areas; and

(b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper andtimely fulfilling of the Service Provider"s obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specifiedin the SCC /Scope of Work.

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS)

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer,within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contractcompletion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable bythe Employer even if the CPS is in the form of a Demand Draft.

2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, thebanks whose BGs are furnished, must be commercial banks having net worth in excess ofRs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property / equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses andin default thereof, the EIC may cause the same to be made good

by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with suchdiligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or workor installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer forany excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of

the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider asmay be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanshipin respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer,the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such timespecified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) orbeing a company or a corporation goes into voluntary liquidation, provided that in thesaid events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non- exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is

declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected.In the event of the Employer putting in force the power under above sub-clause 2.14 (a)or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belongingto the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider‟s Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc.within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider‟s failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer thehandling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shallbe obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual orthe proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the

cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY,ETC

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall beat liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due andfaithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt / Fraudulent / Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with BCPL. The detailed procedure for banning including suspension is elaborated in the tender document.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard is elaborated in the tender document.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound bythe provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall belimited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of

termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require someaction or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation ofthe party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

(a) act of terrorism;

(b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters‟ strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.
Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

a) Any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shallthen stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall beentitled, at any time after such outbreak of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploythe required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and notas penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it"s Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall befinal and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BCPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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 Service Provider.

2.23 ASSIGNMENT/SUBLET

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

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the ServiceProvider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related

to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given byService Provider along with each invoice/ bill.

2.24 LIENS

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer mighthave become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and ifsuch lien or claim be valid, the Employer may pay and discharge the same and deduct theamount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2 The Employer shall have lien on all materials, equipments including those brought by theService Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date ofissue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omissionon the part of the Employer has caused delay in the Service Provider's performance of hisServices.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reservesthe right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either partyunless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall bedeemed to have been completed at the expiration of the Defect Liability Period asprovided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing underthis Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and controlof work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shallbe final and binding on the parties.

2.33 CONFIDENTIALITY

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate theService Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service

Provider shall not be used, copied or communicated to a third party by or on behalf of theEmployer for purposes other than those permitted, without the Service Provider's Consent.

SECTION - III

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and ServiceProvider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge,for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect orunskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordancewith the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week

limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non- performance. The decision of the EIC as to any question arising under this clause shall befinal and conclusive.

3.4 SUSPENSION OF SERVICES

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until,he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completionof Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that maythen be or at any time thereafter, become due to the Service Provider or from his ContractPerformance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portionof the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present thefinal bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to havebeen rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC"s certification about completion of service in all aspects shall be bindingand conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

i) The technical documents according to which the Service was carried out.

ii) Material appropriation, Statement for the materials issued by the Employer for theService and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 EXECUTION CERTIFICATE:

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC againstwritten request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or

(c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequentialloss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub-Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

SECTION – IV

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and

if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS

4.2.1 SERVICE PROVIDER'S REMUNERATION

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Providerunder the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining

materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials,equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities ofdelay and interference with the Service Provider's conduct / peformance of Services which occurs from any causes including orders of the Employer in the exercise of his power andon account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

For Service under unit rate basis, no alteration will be allowed in the Schedule of Ratesby reason of services or any part of them being modified, altered, extended, diminishedor committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES

4.3.1 BILLING PROCEDURE

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 COMPUTERISED BILLING SYSTEM: Brahmaputra Cracker and Polymer Ltd. has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in BCPL by a Service Provider, a receipt number is usually generated. The Service Providermay also know the status of the Bill through BCPL"s website.

4.3.2 MODE OF MEASUREMENT

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried outby him in respect of job, he shall forthwith give notice in writing to the Engineer-in- Charge that he claims extra payment. Such notice shall be given to the Engineer-in- Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time andcause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Servicesconsidered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such ofthe extra services so admitted by Employer shall be governed by all the terms, conditions,stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derivedby interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well

as Service Provider‟s equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances requiredto be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider‟s expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES

Service Provider shall at all time during the currency of the Contract provide, pay for andmaintain the following insurance amongst others:

a. Employee Compensation and Employer‟s common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended wheresubmitted by law, to indemnify the Employer against any statutory liability whichit may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with EmployeesCompensation Act.

b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage ofproperty. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer’s request in which case additional cost shall be to Service Provider’s account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time inaccordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

i) type and amounts of insurance as required herein;
ii) insurance company or companies carrying the aforesaid coverage;
iii) effective and expiry dates of policies;
iv) that the Employer may give advance notice for any material change in the policy.waiver of subrogation endorsement has been attached to all policies; and
v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from ServiceProvider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the accountof the Service Provider.

4.6 TAXES AND DUTIES

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to timein respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law andregulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub- division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason whichis not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from timeto time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don‟t have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider‟s account. Any increase / decrease in such duties, taxes after the due date of

submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to theService Provider"s account, where delay in completion /mobilization period isattributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extendedperiod allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to suchintroduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the propertyof the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by theEmployer or ascertained or

demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or byreason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

SECTION – V

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS

i) No labour below the age of 18 (eighteen) years shall be employed on the Job.

ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

iii) The Service Provider shall at his expense comply with all labour laws and keepthe Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of thelabour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne bythe Service Provider.

vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub-Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

vii) The Service Provider shall furnish to the EIC the distribution return of the numberand description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EICa true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948.Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The EIC shall on a report having been made by an Inspecting Officer as definedin Contract Labour (Regulation and Abolition) Act 1970 have the power to deductfrom the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts withoutprejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of theprovisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percentof the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS

i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or tobe done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES

i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall beprominently posted in Service Provider's field office.

iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies).Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost carein handling the inflammable gas cylinder/inflammable liquids/paints etc. as requiredunder the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors toprevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention ofenvironmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliancewith this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action tothe reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplusMaterial will be recovered from the payment of Service Provider.
Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job; Ensure and maintain at his own cost all lights, guards, fencing, warning signs andwatching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic orsimilarly hazardous to the health or safety of persons or to the environment;

- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney‟s fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant tothis Clause.

SECTION – VI

6.0 DISPUTE RESOLUTION AND ARBITRATION

6.1 DISPUTE RESOLUTION

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 15 days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief GeneralManager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre- litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re- enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre- litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by „Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance withtheir respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract andarising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

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

b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

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

3. GOVERNING LAW AND JURISDICTION:

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 theCompetent 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.

4. 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 concerningRailways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

----------X----------

PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. BCPL / Dated ----------

Contract Agreement for the Services of ---------- of Brahmaputra Cracker and Polymer Ltd. made on ---------- between (Name and Address)----------, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Brahmaputra Cracker and Polymer Ltd. hereinafter called the "Employer" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the

completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on on behalf of Employer. Brahmaputra Cracker and Polymer Limited	Signed and Delivered for and on behalf of the Service Provider Name of the Service Provider
_____	_____
_____	_____
Date: _____	Date: _____
Place: _____	Place: _____

IN PRESENCE OF TWO WITNESSES

1._____	1. _____
_____	_____
_____	_____
_____	_____

2._____

_____

_____

_____

2. _____

_____

_____

_____

SECTION – V

SPECIAL CONDITION OF CONTRACT (SCC) & SCOPE OF WORK

PART-A
SCC FOR
COMPREHENSIVE MEGA OPERATIONAL POLICY
AND
STANDALONE TERRORISM POLICY

1.0 TIME PERIOD OF POLICY COVER:
For a period of 1 year from 1st July 2025 to 30th June 2026.

2.0 SCOPE OF WORK:
1. Comprehensive Mega Operational Policy
2. Stand Alone Terrorism Policy

3.0 PAYMENT TERMS:
BG will be issued at the time of commencement of the policy as per IRDA regulations for the premium amount. Final payment will be made before the end of the calendar month next succeeding to the month in which the risk is assumed.

PART - B
SCC FOR MARINE PURCHASE TURNOVER POLICY/MARINE OPEN POLICY

1.0 TIME PERIOD OF POLICY COVER:

For a period of 1 year from 1st July 2025 to 30th June 2026.
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 - C
PUBLIC LIABILITY ACT POLICY (STATUTORY COVER),
PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) ERF
&
COMMERCIAL GENERAL LIABILITY POLICY EXCLUDING PRODUCT LIABILITY (NON-STATUTORY COVER).

1.0 TIME PERIOD OF POLICY COVER:

For a period of 1 year from 1st July 2025 to 30th June 2026.

2.0 Premium Payment Terms:

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

PART-D

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 2025 to 30th June 2026.

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-A
SOW FOR
COMPREHENSIVE MEGA OPERATIONAL POLICY
AND
STANDALONE TERRORISM POLICY

PART -1

Detailed Scope of Work of Mega O&M Insurance Policy

1. **PERIOD OF INSURANCE:** 01/07/2025 (00.01 hrs.) to 30/06/2026 (Midnight 24:00 hrs.)

2. **THE INSURED**: BRAHMAPUTRA CRACKERS & 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 insureds, 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. THE PROPERTY:

All real and personal property as specified below, other than what is excluded hereunder, belonging to the Insured or for which they are legally responsible, including but not limited to BUILDING, PLANT, MACHINERY, FURNITURE, FITTINGS & FIXTURES, STOCK (raw material, stock in process, semi-finished goods, finished goods), stores, spares, consumables, water reservoir, overhead water tanks, storage tanks, all structural buildings, boundary wall, security office, road, foundations & pilings, electrical installations, pipelines- both inside and outside plant premises and contents therein, catalyst, operating media not limited to thermic fluid, resins, lubricants, molecular sieves, tank farms, spheres, bullets including all its facilities, including loading arms belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED;

Locations:

1. All operational units of Petrochemical complex at Lepetkata; Dibrugarh, Assam
2. Combined Cycle Captive Power Plant at Lepetkata, Dibrugarh, Assam
3. Gas Dehydration Unit at Duliajan, Assam.
4. C2+ Recovery Unit at Lakwa, Assam.
5. All pipelines and their contents belonging to the Insured and/or for which they are responsible on land/underground both inside and outside the plant premises

6. Railway siding and associated facilities outside the plant at Lepetkata, Dibrugarh, Assam
7. Raw water Intake pump house and associated facilities outside the plant at Lepetkata, Dibrugarh, Assam
8. Transmission Line and Tower inside and outside the plant (Transmission Line outside the plant would be restricted to the annexure of transmission line attached below).
9. Solid/liquid warehouses, tanks, spheres, bullets, and their contents belonging to the Insured and/or in their custody at Duliajan, Lepetkata and Lakwa.

THE SUM(S) INSURED:

Section – IA: All Risk Section (Material Damage)

A. Location – I (Main Plant at Lepetkata, Dibrugarh, Assam)

All real and personal property belonging to the Insured or for which he is legally responsible, including but not limited to Plant Building, Structural Building, Plant & Machinery, Furniture, Fittings & Fixtures, Stock & Stock in Process, Catalyst, Foundation & Piling, Electrical Installations, Pipelines both inside and outside Plant Premises and the Stock inside the Pipelines belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Lepetkata

Sum Insured – Rs. 1,10,46,55,48,571 /-

Pipeline Sum Insured outside Plant – Rs. 1,32,06,18,464/-

B. Location – II (Plant at Duliajan, Dibrugarh, Assam)

All real and personal property belonging to the Insured or for which he is legally responsible, including but not limited to Plant Building, Structural Building, Plant & Machinery, Furniture, Fittings & Fixtures, Stock & Stock in Process, Catalyst, Foundation & Piling, Electrical Installations, Pipelines both inside and outside Plant Premises and the Stock inside the Pipelines belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Duliajan

Sum Insured – Rs. 10,89,98,72,387/-

C. Location – III (Plant at Lakwa, Dibrugarh, Assam)

All real and personal property belonging to the Insured or for which he is legally responsible, including but not limited Plant Building, Structural Building, Plant & Machinery, Furniture, Fittings & Fixtures, Stock & Stock in Process, Catalyst, Foundation & Piling, Electrical Installations, Pipelines both inside and outside Plant Premises and the Stock inside the Pipelines belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Lakwa

Sum Insured – Rs. 12,18,66,52,422/-

Pipeline Sum Insured outside Plant– Rs. 25,88,10,689/-

TOTAL PROPERTY DAMAGE (PD) SUM INSURED UNDER SECTION 1A – Rs. **1,33,55,20,73,380**/-
(Outside pipelines mean gas/water/naphtha pipelines)

Section IB - (Machinery Insurance)

A. Location – I (Main Plant at Lepetkata, Dibrugarh, Assam): Rs. 97,30,11,33,413/-
B. Location – II (Plant at Duliajan, Dibrugarh, Assam): Rs. 10,70,64,55,154/-
C. Location – III (Plant at Lakwa, Dibrugarh, Assam): Rs. 11,64,23,66,962/-

Section II: Business Interruption Section: Rs. 6,50,00,00,000/- (Rounded Off)
(Declared Annual Gross Profit – INR 650.00 Crs.)
- Fire Loss of Profit (FLOP) : For an Indemnity Period of 12 Months (FLOP)

- Machinery Loss of Profit (MLOP) : For an Indemnity Period of 12 Months (MLOP)

Total Sum Insured (PD+BI) : Rs. **1,40,05,20,73,380**/- (Rs. 14,005.20 Cr) (Rs. 1,33,55,20,73,380+ Rs. 6,50,00,00,000)

Loss Limit : Rs. 3,500/- Crs for each & every loss and in aggregate.

DEDUCTIBLE(S):
Under Section I A & B

Location – Duliajan, Dibrugarh, Assam
5% of the Claim amount subject to minimum of Rs.2.00 Crs.
Location – Lakwa, Sibsagar, Assam
5% of the Claim amount subject to minimum of Rs.2.00 Crs.
For Pipelines
5% of the Claim amount subject to minimum of Rs. 50 Lacs
For Lepetkata
Rs. 8.50 Crs. for each & every loss.

Add – on Covers – For Leptkata, Duliajan and Lakwa

Add-ons with a limit of Rs. 5 Cr or more – Rs. 10 lacs (FOR BOTH PD & BI AS applicable)
Fire -fighting & Loss minimization expenses only when PD & BI claim is below deductible - NIL

Under Section II (Business Interruption)

FLOP: 45 (Forty-Five) days average daily value of loss of Gross Profit of affected unit subject to Departmental Clause;
MLOP: 45 (Forty-Five) days average daily value of loss of Gross Profit of affected unit subject to Departmental Clause;

NIL for AICOW where BI claim is below or above deductible.

Following are the details of Add-On Covers:

Sl. No.	ADD-ON COVERS/EXTENSIONS/ CLAUSES	Section	Limit of Indemnity (2025-26)
1	Public Authorities/ Civil Authority / Local Authorities Clause	PD	Rs. 5.00 Crs EEL
2	Fire Fighting Expenses	PD	Rs. 5.00 Crs EEL
3	Property not on the Insured Premises	PD	Rs. 5.00 Crs. at any one location eel for P & M and stock (Premises to be declared / named)
4	Leakage and overflowing	PD	Rs. 50 Crs EEL
5	Contamination and Co-mingling of stocks	PD	Rs. 20 Crs EEL
6	Catalyst and Consumable (including lining and refractory) whilst in process	PD	Rs. 50.00 Crs EEL
7	Riot, Strike, Malicious Damage including Civil Commotion	PD	Inbuilt/ Actual
8	Spontaneous Combustion Clause	PD	Rs. 50 Crs Each and every Loss
9	Reinstatement Value Clause	PD	As explained in clause
10	Waiver of Under Insurance	PD	Up to 15% of Property Damage
11	72 Hours Clause	PD	As explained in clause
12	Expediting expenses (Including Air Freight & Express Freight)	PD	Rs.10.00 Crs. EEL

13	Immediate Repair	PD	Rs. 5.00 Crs. EEL
14	Minor Works	PD	Rs. 5 Crs. AOP and in Aggregate. This includes related inland Transit of Consignment up to the limit Rs. 5.00 Crs.
15	Inadvertent omission	PD	Rs. 5.00 Crs. EEL and in Aggregate
16	Architects' Surveyors & Consulting Engineers' fees (including Foreign Expert Visit Expenses)	PD	Up to Rs. 5.00 Crs. EEL
17	Capital additions without additional Premium	PD	Up to Rs. 5 Crs. Nil premium; Pro-rata Additional Premium chargeable after Rs. 5 Crs.
18	Automatic Reinstatement of sum insured following a claim	PD	Up to Rs. 5.00 Crs. EEL no reinstatement premium will be charge.
19	Temporary removal of property	PD	Limited to Rs.50.00 Crs. EEL
20	Expenses towards Loss Prevention / Minimization	PD	Rs. 25 Crs. each and every loss
21	Deliberate damage	PD	Limited to Rs. 10 Crs. EEL
22	Shut down / Startup Expenses (Including Failed Start up)	PD	Rs. 50.00 Crs. EEL and In Aggregate
23	Plans, Documents and Computer Records	PD	Rs. 5.00 Crs. EEL
24	Removal of Debris including Foreign Debris & Demolition including clean up expenses	PD	Rs. 10 Crs. EEL
25	Obsolete Parts/Equipment	PD	Rs. 10.00 Crs. EEL
26	Newly Acquired Property	PD	Up to Rs. 5 Crs is Free. Above that the additional pro-rata premium to be paid.
27	Damage to Electric Lines	PD	Actual. Included within the sum insured.
28	Archives	PD	Rs. 5.00 Crs. EEL
29	Decontamination and Pollution Clean up	PD	Rs. 5 Crs. EEL and in aggregate, only due to sudden and accidental damage

30	Cranes / Fire Brigades	PD	Actual, subject to values included in SI
31	Technological Improvement	PD	Rs. 25.00 Crs EEL
32	Leak Search Costs	PD	Rs. 5.00 Crs EEL
33	Tax and Custom Duty Clause	PD	Actual, Value to be included in SI
34	Designation of Property Clause	PD	As explained in clause
35	Escalation Clause	PD	5% of SI
36	Additional Custom Duty	PD	Rs. 5.00 Crs. EEL, subject to original Custom Duty be included in TSI
37	Property under Consignment, care, Custody & Control.	PD	Rs. 5 Crs EEL
38	Increased Cost of Construction and Demolition Cost	PD	Rs. 10 Crs EEL
39	Spoilage Material Damage Cover for Machinery & Stock	PD	Rs. 30 Crs. Each and every Loss
40	Aggravation Clause	BI	Actual
41	Professional Accountant's Fees	BI	Rs. 5 Crs EEL
42	Prevention of access	BI	Limited to maximum of 4 weeks over & above the BI Deductible
43	Customers / Suppliers and Utilities Extension	BI	Premises of Named Customers & Suppliers for a maximum of 20% of BI Sum Insured
44	Accumulated Stock Clause	BI	As per Clause wordings
45	AICOW (Additional Increased Cost of Working)	BI	Rs. 5 Crs EEL
46	Premium Adjustment Clause	BI	As per Clause wordings.
47	Alternative basis Clause	BI	As per Clause wordings
48	Departmental clause	BI	As per Clause wordings
49	Delayed Indemnity Period Clause	BI	As per Clause wordings.
50	On Account Payment of Claims	PD+BI	As per Clause wordings.
51	Claim Preparation clause (PD & BI)	PD+BI	Rs. 5 Crs EEL
52	Agreed Bank Clause	PD+BI	As explained in clause
53	Alternative premises,	BI	As explained in clause

54	New Business Clause,	BI	As explained in clause
55	Repairing & removal cost including Dewatering but excluding foreign debris,	PD	Rs. 5 Crs EEL
56	Nominated adjuster clause	PD+BI	As per list given in the clause.
57	Interdependency Clause	BI	As explained in clause
58	Involuntary Betterment	PD	Up to Rs. 5 Crs for eel.
59	Unrepaired Damage	PD	Up to Rs. 5 Crs for eel.
60	Landscaping Costs following Damage	PD	Up to Rs. 50 Lacs for Each and every Loss
61	Destruction of Sound Property	PD	Up to Rs. 5 Crs for eel.
62	Sprinkler Upgrading Cost	PD	Up to Rs. 5 Crs for eel.
63	Leakage of Firefighting Equipment/Accidental of Gas Flooding System	PD	Up to Rs. 5 Crs for eel.
64	Smoke Damage	PD	Up to Rs. 5 Crs for eel.
65	Overhaul/Maintenance/Shut Down	BI	As explained in clause
66	Delay in Repair	BI	As explained in clause
67	Margin Clause	PD	Up to 5%
68	Green Clause	PD	As explained in clause
69	Primary and Non-Contributory	PD+BI	As explained in clause
70	Outbuilding Clause	PD	As explained in clause
71	Non-Invalidation Clause	PD+BI	As explained in clause
72	Non - Vitiation Clause	PD+BI	As explained in clause
73	Pair and Set Clause	PD	As explained in clause
74	Additional Insured Clause	PD+BI	As explained in clause

TRANSMISSION AND DISTRIBUTION LINE OF BCPL

Sl. No.	Particulars	Owned by	Length (Km)	Value in Crores (RIV)	Insurable Interest lies
1	Distribution Line inside the premises in Lepetkata – 6.6	BCPL	0.20	0.05	BCPL

	KV (Construction Power)				
2	Distribution line outside the premises in Lepetkata – 6.6 KV O/H line (Construction Power)	BCPL	1.00	0.234	BCPL
3	Distribution line inside premises in Lepetkata – 33 KV, Behiating Substation to BCPL Plant	BCPL	0.20	0.024	BCPL
4	Distribution line outside the premises in Lepetkata – 33 KV, Behiating Substation to BCPL Plant, Lepetkata	BCPL	12.00	1.523	BCPL
5	Distribution line outside the premises in Lepetkata – SS – 01 to CISF Township – 33 KV Line	BCPL	2.50	1.031	BCPL
6	Distribution line outside the premises in Lepetkata – 33 KV Line of Raw water intake facility	BCPL	8.50	3.514	BCPL
7	Distribution line outside the premises in Lepetkata – 33 KV line to Railway siding	BCPL	4.11	1.300	BCPL
8	Transmission line inside the premises in Lepetkata – 132 KV Transmission line.	BCPL	0.15	0.152	BCPL

9	Transmission line outside the premises in Lepetkata – 132 KV Transmission line	BCPL	7.96	7.989	BCPL
10	Distribution line inside the premises in Duliajan – 33 KV	BCPL	0.20	0.024	BCPL
11	Distribution line outside the premises in Duliajan – 33 KV	BCPL	3.30	0.445	BCPL

Note :

1. No Transmission / Distribution line is owned by ASEB (Associated with BCPL);
2. Sum Insured for T & D lines is included in Total Sum Insured;

Details of Pipelines:

Pipe Line Section	Length (KM)
Duliajan -Lepetkata NG pipeline	48.66 km
Lakwa-Lepetkata C2+ Line	48.82 km
ONGC, Lakwa to BCPL, Lakwa – Rich Gas	2.00 km
BCPL, Lakwa to GAIL, Lakwa – Lean Gas	2.30 km
OIL, Duliajan to BCPL, GDU, Duliajan – Rich Gas	1.20 km
BCPL, GDU, Duliajan to OIL, Duliajan – Lean Gas	1.20 km
Naphtha pipe line	5.27 km
Raw water pipeline	6.20 km
Effluent treated water pipeline	17.50 km

Claim History:

1. Damage to Gear Box of LLDPE Extruder on 06/11/2018. Settled amount of claim is ₹ 46,524,863/-.

2. A Material Damage (MD) claim of approximately ₹40 Crores has been reported under the current Mega policy for damage to the Gas Generator at the Duliajan unit.

PART-2

Detailed Scope of Work for Stand Alone Terrorism Policy:

Insured's Name:	Brahmaputra Cracker & Polymer limited.
Mailing Address:	Administrative Building, BCPL Project Site, Lepetkata, Dibrugarh – 786 006, Assam
Policy Period:	01/07/2025 to 30/06/2026
Policy Type:	Stand Alone Terrorism Policy
Business of Insured:	Manufacturer of Petrochemical Products
Address of Risk Location:	As per the RFQ
Occupancy:	Petrochemical Plant and other associate facilities
Indemnity Period:	18 months
Sum Insured for Operational Risk (MD):	Rs. 1,38,38,00,23,963/-
Sum Insured for Business Interruption (BI):	Rs. 9,75,00,00,000/-
Combined Total Sum Insured (MD+BI):	Rs. 1,48,13,00,23,963/- (Rs**. 14,813 Cr**)
Limit of Liability to be Covered under MD & BI:	**Rs 2010 Crores (Each Occurrence & in Aggregate)**

Sum Insured: **MATERIAL DAMAGE (OPERATIONAL COVER)**

Sr. No	Risk Location Address	Property Details	Sum Insured
1.	Lepetkata, Dibrugarh, Assam	All real and personal property as specified below, other than what is excluded hereunder, belonging to the Insured or for which they are legally responsible, including but not limited to BUILDING, PLANT, MACHINERY, FURNITURE, FITTINGS & FIXTURES, STOCK (raw material, stock in process, semi finished goods, finished goods), stores, spares, consumables, water reservoir, overhead water tanks, storage tanks, all structural buildings, boundary wall, security office, road, foundations & pilings, electrical installations, pipelines- both inside and outside plant premises and contents therein, Railway siding and associated facilities outside the plant, catalyst, operating media not limited to thermic fluid, resins, lubricants, molecular sieves, tank farms, spheres, bullets including all its facilities, including loading arms belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Lepetkata	MD - Rs. 1,10,46,55,48,571/-
2.	Lakwa, Sibsagar, Assam	All real and personal property belonging to the Insured or for	MD - Rs. 12,18,66,52,422/-

		which he is legally responsible, including but not limited Plant Building, Structural Building, Plant & Machinery, Furniture, Fittings & Fixtures, Stock & Stock in Process, Catalyst, Foundation & Piling, Electrical Installations, Pipelines both inside and outside Plant Premises and the Stock inside the Pipelines belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Lakwa	
3	Duliajan, Dibrugarh, Assam	All real and personal property belonging to the Insured or for which he is legally responsible, including but not limited Plant Building, Structural Building, Plant & Machinery, Furniture, Fittings & Fixtures, Stock & Stock in Process, Catalyst, Foundation & Piling, Electrical Installations, Pipelines both inside and outside Plant Premises and the Stock inside the Pipelines belonging to or held in trust by BRAHMAPUTRA CRACKERS & POLYMER LIMITED at Duliajan	MD - Rs. 10,89,98,72,387/-
4	Lepetkata, Dibrugarh, Assam	Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata	MD – Rs. 96,43,34,610/-
5	Lepetkata, Dibrugarh, Assam	Contents (Including but not limited to FFF, Office Equipment, EDP and Electrical	MD – Rs. 41,55,88,077/-

		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.	
6	Lakwa, Sibsagar, Assam	Admin Building: Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.	MD – Rs. 34,65,00,007/-
7	Lakwa, Sibsagar, Assam	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.	MD – Rs. 7,40,30,923/-
8	Duliajan, Dibrugarh, Assam	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.	MD – Rs. 4,94,26,038/-
9	Guwahati, Kamrup, Assam	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.	MD – Rs. 1,13,05,862/-
10	Noida, Uttar Pradesh	Contents including but not limited to Furniture, Fixture, Fittings Electronic and	MD – Rs. 5,63,36,392/-

		Electrical Installation & equipment at Noida office and Disaster Recovery at GAIL, Noida.	
11	New Delhi	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation & equipment at New Delhi office other than more specifically covered under EEI Policy.	MD – Rs. 47,52,491/-
12	Lepetkata, Dibrugarh, Assam	CISF Township including but not limited to Canteen, Guest House and Quarter Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata	MD – Rs. 18,01,39,603/-
13	Lepetkata, Dibrugarh, Assam	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.	MD – Rs. 1,79,22,742/-
14	Lepetkata, Dibrugarh, Assam	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	MD – Rs. 1,70,99,09,027/-
15	Lepetkata, Dibrugarh, Assam	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.	MD – Rs. 41,13,74,607/-

16	Lakwa, Sibsagar, Assam	AISF Township, Including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc at Lakwa,	MD – Rs. 13,44,34,599/-
17	Lakwa, Sibsagar, Assam	Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at CISF Township, Lakwa other than more specifically covered under EEI Policy.	MD – Rs. 1,11,16,722/-
18	Sibsagar, Assam	BCPL Township: Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culvers, roads, Plinth & Foundation, Utilities at Sivsagar.	MD – Rs. 41,43,21,883/-
19	Sibsagar, Assam	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.	MD – Rs. 2,56,84,812/-
20	Guwahati, Kamrup, Assam	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.	MD – Rs. 1,72,189/-
21	Duliajan, Dibrugarh, Assam	Contents including but not limited to Furniture, Fixture, Fittings Electronic and	MD – Rs. 6,00,000/-

		Electrical Installation and equipment at Duliajan Guest House.	
	Total Sum Insured		**MD – Rs. 1,38,38,00,23,963/-**

BUSINESS INTERRUPTION (OPERATIONAL COVER)

Sr. No	Risk Location Address	Details of Business Interruption	Sum Insured
1	Lepetkata, Lakwa & Duliajan	Business Interruption combined of all 3 locations. Indemnity Period – 18 Months	BI – Rs. 9,75,00,00,000/-

Add On Cover:

Escalation @ 5% of the Sum Insured.
Inadvertent Omission - Rs. 10 Crs. EEL and Rs 20 Crs in aggregate Loss
Removal of Debris – Rs. 20 crs for each & every loss.
Architects' Surveyors & Consulting Engineers' fees - 5% of the Claim amount subject to Rs. 5.00 Crs. EEL
Additional Custom Duty - Rs. 5.00 Crs. EEL
Terrorism Liability – Rs. 10.00 cr EEL
Departmental Clause
Expediting Expenses (including Air Freight & Express Freight) – Rs. 5 Crs EEL
Plans, Documents & Computer Records – Rs. 5 Crs EEL
Decontamination & Pollution Clean Up Expenses – Rs. 5 Crs EEL
Public Authorities Clause
Demolition & Increased Cost of Construction – Rs. 5 Crs EEL
Fire Fighting Expenses – Rs. 5 Crs EEL
Accounts Receivable – Up to Rs. 5 Crs EEL and in aggregate
Data, Programs or Software – Rs. 5 Crs EEL and in aggregate
Landscaping Clause – Rs. 5 Crs EEL and in aggregate
Counter Insurgency Clause
Changes in Values and Automatic Additions – Up to Rs. 5 Crs EEL and in aggregate
Margin Clause – Up to 5%
Cessation of Work - 60 days

Loss / damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage - Rs. 5 Crs EEL

Deductible: Property Damage – 5% of the claim amount subject to a minimum of INR 1 lakhs & maximum of INR 2,500,000/-
Business Interruption – 3 days average daily value of loss of Gross Profit of the affected unit subject to Departmental Clause.

Wordings: Will be finalized with the L1 Bidder. As per LMA 3030 for PD and LMA 5039 for BI along with various Add-on covers and clauses as per above.

INTEREST: Section 1 – Material Damage – Operational Risk

Property under Operation comprise of but not limited to Gas Dehydration unit at Duliajan, Gas Sweetening Unit, C2+ Recovery Unit, Combined Cycle Power Plant and other associated Utilities and Offsites at Lepetkata and Lakwa, Admin. Building: Admin Building and all associated facilities including Canteen etc. at Lepetkata and Lakwa, CISF Township and Quarter incld. Boundary wall, Road, culverts, etc. at Lepetkata, AISF Township, Including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc. at Lakwa, BCPL Township: BCPL All Quarter including guest house, Bachelor Quarter/Hostel & BCPL Township, incld. Boundary wall, culvers, roads, etc, at Lepetkata, Sibsagar, Lakwa ~~& Duliajan~~, Contents at Lepetkata, Lakwa, Duliajan, Guwahati, Duliajan Guest House, New Delhi & Noida office , Railway Siding, Raw Water intake Well & Associate facilities, Pipeline from Railway siding to Lepetkata Plant for Naptha at Lepetkata. (Including all other assets specified in above table and/or any other assets belonging to the Insured or for which they are legally responsible)

Section 2 – Business Interruption

Any loss due to Business Interruption arises out of any Material Damage loss. (including contingent liability i.e. supplier, customer extension)

INFORMATION SECTION

About Brahmaputra Crackers & Polymer limited:

Please refer BCPL website with the following link.

http://www.bcplonline.co.in/content.php?pageno=1&pageid=24&SubpageNo=1

Details of Security Department and their activities.

Central Industrial Security Force (CISF) and Ex-servicemen security personnel are deployed for security of BCPL Plant/Units located at various places. Security Department, BCPL co-ordinates with the above agencies in all security issues of the plant. The various activities carried out by the security agencies (location wise) are as follows:

Sl No	Location of Plant	Security agency	Activity
1	BCPL Plant Lepetkata	CISF & Ex-Servicemen (ESM) guards	CISF: Access control at the gates for employee & visitors. Maintaining record of all incoming/ outgoing material. Patrolling outside & inside of the plant Manning of Watch Towers. Responsible for overall security of the plant. ESM Guards: Static duty in the Office buildings. Guarding of Open Yard Stores.
2.	C2+ Recovery Plant, Lakwa, Sivasagar.	AISF	1.Access control at the gates for employee & visitors. 2.Maintaining record of all incoming/ outgoing material. 3.Patrolling outside & inside of the plant 4.Manning of Watch Towers. 5.Responsible for overall security of the plant.
3.	GDU Duliajan	Ex-Servicemen (ESM) guards	1.Access control at the gates for employee & visitors. 2.Manning of Watch Towers

			3.Patrolling inside of the plant 4.Static duty in the Office buildings. 5.Responsible for overall security of the plant.
4.	Railway Siding Terminal, Lepetkata	Ex-servicemen (ESM) guards	1.Access control at the gates for employee & visitors. 2.Manning of Watch Towers 3.Patrolling inside of the plant 4.Responsible for overall security of the plant.

Additional Instruction for Part 1 & 2 above

1. SHARING PATTERN:

Refer Section – II of the tender document.

2. INSURANCE PREMIUM

i. The order against the tender would be issued to the Lead Insurer for each item of the SOR.
ii. The Insurance premium is payable to lead insurer before the start of the policy as per the Price Schedule and is inclusive of all taxes & duties. The premium amount shall remain firm during the Insurance period of the policy.
iii. Lead Insurance Company shall provide premium bills immediately in form of Invoice complying GST Laws.
iv. Lead Insurer would settle the Insurance Premium with the co-insurers in case of sharing as per the discretion of BCPL.
v. Price for evaluation shall be inclusive of all taxes & duties. However, proper invoices shall be submitted by Lead Insurer as per GST Act to enable BCPL to avail Input Tax Credit (ITC) of GST.

3. RESPONSIBILITY OF LEAD INSURER(S)

The following terms and conditions shall have the meaning hereby assigned to them except where the context otherwise requires.
i. The competitive bidding is being undertaken amongst various insurance companies. BCPL reserves the right to distribute co-insurance share as defined in the tender document or in any other appropriate manner as BCPL so desires.
ii. However the responsibility for obtaining consent from co-insurer companies rests with lead insurer and lead insurer shall bear 100% responsibility for settlement of claim from commencement of policy till expiry of policy.

iii. The Lead insurer shall be solely and legally responsible to BCPL for effective execution of the policy including co-ordination, collection of premium, issue of policy document, settlement of claim, refund of premium on pro-rata basis, if any, etc.
vi. The Lead insurer shall be providing the break-up of premium charged after award of the contract, if required.
vii. Termination of Contract shall be applicable as per IRDA guidelines.
viii. In case of any breach by any co-insurer, the Lead Insurer would be fully responsible for the successful execution / performance of the Insurance for the tendered period and insured.

4. RE INSURANCE ARRANGEMENT::

The Bidder shall arrange for suitable Re-insurance arrangement with unconditional support letter (in the Format-2) from the lead re-insurer. Re-insurance placement has to be done as per current guidelines of IRDAI. The reinsurers must carry a minimum credit rating of A+ or above (except GIC Re) by AM Best or S&P or any other equivalent international rating agency as lead re-insurer with minimum 7.5% capacity. The Minimum rating acceptable for follow placement is not less than A+ or above rated security (i.e. AA, AA+, A-, A, A+ etc.)

I. The bidder shall be providing the unconditional letter of support on Reinsurer's letter head with reference to BCPL tender package for which they intend to bid, if required or else put a declaration that the letter of reinsurance is not required as per their respective available limit of Insurance. However, it is to be noted that claims under this policy will be settled directly by the insurance company with BCPL and not by the Re-insurer.

II. The bidder has to bid with 100% capacity for the tender (a declaration is required as per Format-1 attached for Part 1 and Part 2) The bidder shall be providing the unconditional letter of support on Re-insurer's letter head (as per enclosed Format from the lead re-insurer at Format - 2) with reference to BCPL tender package for which they intend to bid, if required or else put a declaration (as per Format at Format - 3) signed by CMD / Director / CEO / CFO/ CMO / CDO / ED / GM (GM only in case of PSU) that the letter of reinsurance is not required as per their risk retention capacity of insurer.

5. POLICY WORDING ALONG WITH DETAILED WORDNGS OF VARIOUS ADD-ON COVERS CLAUSES ETC. AND SERVICE LEVEL AGREEMENT OF THE ABOVE SCOPE OF WORK ::

The insuring clause of the polices and wording of various Add-On cover of Part 1 & 2 will be as per enclosure 1. Any further modification/improvisation if required, as well as the Service Level Agreement with the qualified bidder for each part of the above scope of work will be finalized by the intermediary /broker of BCPL.

Format-1.1

UNDERTAKING DECLARATION OF 100 % CAPACITY FOR MEGA O&M POLICY OF THE BIDDER ON THE LETTER HEAD OF THE COMPANY
Dated
To
BCPL

Sub : Insurance Cover for BCPL for FY 2025-26
Tender No : ----------
With reference to your tender No. ---------inviting quotation for Mega Insurance Cover for BCPL for FY 2025-26, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows ::

Self -Retention of the bidder - %
Lead Reinsurance Capacity - %
Follow Reinsurance Capacity - %
Total - 100%

We confirm that there is A rated Security in our panel of Re-insurer.

Date: _____ Signature _____
Place_____ Name_____
Designation_____
Seal _____

Format-1.2

UNDERTAKING DECLARATION OF 100 % CAPACITY FOR STANDALONE TERRORISM POLICY OF THE BIDDER ON THE LETTER HEAD OF THE COMPANY

Dated

To

BCPL

Sub : Insurance Cover for BCPL for FY 2025-26

Tender No : ----------

With reference to your tender No. ---------inviting quotation for STANDALONE TERRORISM for BCPL for FY 2025-26, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows ::

Self -Retention of the bidder - %
Lead Reinsurance Capacity - %
Follow Reinsurance Capacity - %
Total - 100%

We confirm that there is A rated Security in our panel of Re-insurer.

Date: _____ Signature _____
Place_____ Name_____
Designation_____
Seal _____

Format-2.1:

ON LETTER HEAD OF THE LEAD RE-INSURER

Date: ……..

SUB: SUPPORT LETTER FOR COMPREHENSIVE ALL RISK MEGA INSURANCE COVER OF BCPL FOR 2025-26

We hereby confirm that we, M/s ……..(Name of the Reinsurer) is rated as …….. (rating) by AM Best or S&P Rating from international rating agencies of the International Re-Insurance Company as on date.

We also confirm that we have provided a re-insurance quotation for the captioned policy on the same terms & conditions as forming part of the Bid Reference No. xxxx dated xxxxx for the period from 01.07.2025 to 30.06.2026 with lead capacity of -------- %.

We will provide re-insurance support to M/s ……..(Name of the Bidder) for the period from 01.07.2025 to 30.06.2026 as Lead Reinsurers in case they are awarded the insurance policy.

Sd……
Seal….

Format-2:

ON LETTER HEAD OF THE LEAD RE-INSURER

Date: ……..

SUB: SUPPORT LETTER FOR STAND ALONE TERRORISM COVER OF BCPL FOR 2025-26

We hereby confirm that we, M/s …….. (Name of the Reinsurer) is rated as …….. (rating) by AM Best or S&P Rating from international rating agencies of the International Re-Insurance Company as on date.

We also confirm that we have provided a re-insurance quotation for the captioned policy on the same terms & conditions as forming part of the Bid Reference No. xxxx dated xxxxx for the period from 01.07.2025 to 30.06.2026 with lead capacity of -------- %.

We will provide re-insurance support to M/s ……..(Name of the Bidder) for the period from 01.07.2025 to 30.06.2026 as Lead Reinsurers in case they are awarded the insurance policy.

Sd……
Seal….

Format-3

UNDERTAKING FORMAT ON THE LETTER HEAD OF THE COMPANY
Dated
To
BCPL

Sub : Insurance Cover for BCPL for FY 2025-26
Tender No : ----------

With reference to your tender No. --------- inviting quotation for Insurance Cover for BCPL for FY 2025-26, we hereby confirm that we don't require Re-Insurance (RI) in full/Part (please select the relevant option) for the aforesaid tender for ……(reason).

In case of applicability of Re-Insurance for part item(s); the details of Re-Insurer are submitted in Format- 2 for following item(s) of SOR:

(i)…….
(ii)……
(iii)……
(iv)……

For Name of Bidder
(Signature of Authorised Signatory)

Note: The format is to be signed by CMD / Director / CEO / CFO/ CMO / CDO / ED / GM (GM only in case of PSU)

PART-B
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: 01/07/2025 to 30/06/2026

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 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 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 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

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 30 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 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 01/012001
- ✓ 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
- ✓ 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 2025-26: **Rs. 2,250 Crs (including 10% incidental charges)**

Leg wise Turnover Details 2025-26

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)
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

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

Concealed damage clause – 30 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 30 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 –

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 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) terms, pre-dispatch survey and valuation of the machine should be done by the surveyors nominated by the underwriters at the Insured's cost. The All-Risk cover shall be granted on receipt of satisfactory report only. The cover granted for secondhand machine 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.

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, 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.

PART-C
PUBLIC LIABILITY ACT POLICY (STATUTORY COVER), PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) ERF & COMMERCIAL GENERAL LIABILITY (NON-STATUTORY COVER).

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**

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

1. **Policy Period:** 01/07/2025 – 30/06/2026

2. **Location to be covered:**
   - i Lepetkata Petrochemical Complex; Dibrugarh
   - ii. GDU Unit at Duliajan Assam
   - iii. GSU/C2+ recovery plant at Lakwa, Sivasagar
   - 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 K.m
   - 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-2025-26): Rs. 3,874 Crore

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

11. Excess **:** NIL

12. **Existing Policy (If any)** **:** Policy No: 4007/358192614/00/000 issued by M/s ICICI Lombard General Insurance Company Ltd.

13. **Retroactive Date** : 24/09/2014

14. Claim Experience under existing Policy is NIL till date

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

1. Policy Period: 01/07/2025 – 30/06/2026

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-2025-26): 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
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- nated 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 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. 2Crs

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

13. **Existing Policy**
Public Liability

Industrial Risk: Policy No: 4066/A/357092130/00/000 issued by M/s ICICI Lombard General Insurance Company Ltd.

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.

PART-D

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 2025 to 30th June 2026.

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.

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	Admin. Building: Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata
2	CISF Township including but not limited to Canteen, Guest House and Quarter Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata
3	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
4	Admin Building: Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.
5	AISF Township, including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc at Lakwa,
6	BCPL Township: Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culvers, 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 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
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):

Sl No	Particulars	Total Sum Insured (Rs.)
1	Admin. Building: 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.**

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, culvers, 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**

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.

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: 01/07/2025 to 30/06/2026

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:

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 - Vitiation 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% o f claim amount
Removal of debris	Covered up to 2% o f claim amount
Terrorism	Not Required

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, 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, Dibrugarh, Assam	Standard Burglary Cover - **(Including Theft & RSMD Cover)**	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, Dibrugarh, Assam		Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township	**1,79,22,742**

Lepetkata, Dibrugarh, Assam		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		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 equipment at Duliajan Guest House	**6,00,000**
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**

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: 01/07/2025 to 30/06/2026
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

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**

Policy Excess: Flat INR 2,000/-
4.0 POLICY PERIOD: 01/07/2025 to 30/06/2026
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%

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

Policy Excess: As per the EEI Tariff.

4.0 POLICY PERIOD: 01/07/2025 to 30/06/2026
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
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%

SECTION – VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

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, 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 of 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

……..……

SECTION – VII

PRICE BREAK-UP / BILL OF QUANTITIES (BOQ)

[Do not quote here]

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-A)

Sl. No.	Activity Line No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	COMPREHENSIVE MEGA OPERATIONALPOLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025. Quantity is Sum Insured Amount (SUM INSURED IN RS. 14,005.21 Crore)). Rate to be mentioned in Mille (%) of Sum Insured.	1,40,05,20,73,380.00	TO BE QUOTED IN FINANCE FOLDER			
2	20	STAND ALONE TERRORISM POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 1/07/2025. Quantity is Sum Insured Amount (SUM INSURED IN Rs. 14,813.00 Cr). Rate to be mentioned in Mille (%) of Sum Insured.	1,48,13,00,23,963.00	TO BE QUOTED IN FINANCE FOLDER			
		Total Premium amount excluding GST [CGST+SGST or IGST] (In figure) [A]					
		Applicable GST [CGST+SGST or IGST] Rate in [%]				_____%	
		GST [CGST+SGST or IGST] Amount (Rs) [B]					
		Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (X)= [A] + [B]					
		Total amount including GST [CGST+SGST or IGST] [in Words]					

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE PRICE BREAK-UP DOCUMENT/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE PRICE BREAK UP DOCUMENT/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(X)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(X)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
   (The price break-up as per the Annexure "1" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (X), the figures/amount of financial bid will be considered)

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-B)

Sl. No.	Activity Line No.	SERVICE DESCRIPTIONS	Sum Insured (Rs)	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	**MARINE PURCHASE TURN OVER POLICY/ MARINE OPEN POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025. Quantity is Sum Insured Amount (SUM INSURED IN RS. 2,250,00,00,000). Rate to be mentioned in Mille (%) of Sum Insured.**	**2,250,00,00,000**	**TO BE QUOTED IN FINANCE FOLDER**			
		Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure) [A]					
		Applicable GST [CGST+SGST or IGST] Rate in [%]		**_____%**			
		GST [CGST+SGST or IGST] Amount (Rs) [B]					
		Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Y)= [A] + [B]					
Total amount including GST [CGST+SGST or IGST] [in Words]							

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE PRICE BREAK-UP DOCUMENT/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE PRICE BREAK UP DOCUMENT/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(Y)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(Y)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
4. ***(The price break-up as per the Annexure "2" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (Y), the figures/amount of financial bid will be considered)***

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-C)

Sl. No.	Activity Line No.	Service Descriptions	U.Q.C.	Quantity	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
				(a)	(b)		C=a x b	
					In figure	In Words	In figure	In words
1	10	**PUBLIC LIABILITY ACT POLICY (STATUTORY COVER),** Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OFLIABILITY: **Rs. 250.00 Crore AOA + Rs 500.00 Crore** AOY Any one Accident (AOA) Any one year (AOY)	LMP	1	**TO BE QUOTED IN FINANCE FOLDER**			
2	20	**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 FINANCE FOLDER**			
		Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure)						
		Applicable GST [CGST+SGST or IGST] Rate in [%] **GST is not applicable on SOR 2 (20).**			_____%			
		GST [CGST+SGST or IGST] Amount (Rs)						
		Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Z)= [A] + [B]						
Total amount including GST [CGST+SGST or IGST] [in Words]								

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE **PRICE BREAK-UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE **PRICE BREAK UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(Z)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(Z)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.

4. ***(The price break-up as per the Annexure "3" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (Z), the figures/amount of financial bid will be considered)***

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-D)

Sl. No.	Activity Line No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (percent (%) or per mille (‰)) *		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	**Standard Fire & Special Perils Policy** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**1,75,23,52,427**	**TO BE QUOTED IN FINANCE FOLDER**			
2	20	**Bharat Griha Raksha Policy** Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**2,90,56,76,184**	**TO BE QUOTED IN FINANCE FOLDER**			
3	30	**Burglary & Housebreaking Policy (Including Theft & RSMD Cover)** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**1,07,83,10,854**	**TO BE QUOTED IN FINANCE FOLDER**			
4	40	**All Risk Policy (for Laptops)** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**27,34,731**	**TO BE QUOTED IN FINANCE FOLDER**			
5	50	**Electronic Equipment Insurance Policy** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**16,99,21,973**	**TO BE QUOTED IN FINANCE FOLDER**			
		Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure) [A]					
		Applicable GST [CGST+SGST or IGST] Rate in [%]		_____%			
		GST [CGST+SGST or IGST] Amount (Rs) [A]					
		Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (P)= [A] + [B]					
Total amount including GST [CGST+SGST or IGST] [in Words]							

NB:

1. **PLEASE CLEARLY SPECIFY WHETHER THE PREMIUM RATE QUOTED IS EXPRESSED IN PERCENT (%) OR PER MILLE (‰)**
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. BIDDER TO PROVIDE THE **PRICE BREAK-UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE **PRICE BREAK UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(P)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(P)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
5. ***(The price break-up as per the Annexure "3" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (P), the figures/amount of financial bid will be considered)***

BELOW ANNEXURES ARE PRICE BREAK-UP/ BILL OF QUANTITIES (BOQ) DOCUMENT AND SHALL BE MADE PART OF FINANCIAL BID ONLY

Annexure-1

NAME OF BIDDER: _____

SCHEDULE OF RATES [SOR] –PRICED (PART-A)

Sl. No.	Activity Line No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	COMPREHENSIVE MEGA OPERATIONALPOLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025. Quantity is Sum Insured Amount (SUM INSURED IN RS. 14,005.21 Crore)). Rate to be mentioned in Mille (%) of Sum Insured.	**1,40,05,20,73,380.00**				

2	20	STAND ALONE TERRORISM POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 1/07/2025. Quantity is Sum Insured Amount (SUM INSURED IN Rs. 14,813.00 Cr). Rate to be mentioned in Mille (%) of Sum Insured.	1,48,13,00,23,963.00				

Total Premium amount excluding GST [CGST+SGST or IGST] (In figure) [A]	
Applicable GST [CGST+SGST or IGST] Rate in [%]	**_____%**
GST [CGST+SGST or IGST] Amount (Rs) [B]	
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (X)= [A] + [B]	

Total amount including GST [CGST+SGST or IGST] [in Words]

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE PRICE BREAK-UP DOCUMENT/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE PRICE BREAK UP DOCUMENT/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(X)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(X)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
   (The price break-up as per the Annexure "1" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (X), the figures/amount of financial bid will be considered)

Annexure-2

NAME OF BIDDER: _____

SCHEDULE OF RATES [SOR] – PRICED (PART-B)

Sl. No.	Activity Line No.	SERVICE DESCRIPTIONS	Sum Insured (Rs)	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	**MARINE PURCHASE TURN OVER POLICY/ MARINE OPEN POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025. Quantity is** **Sum Insured Amount (SUM INSURED IN RS. 2,250,00,00,000). Rate to be mentioned in Mille (%) of Sum Insured.**	**2,250,00,00,000**				
Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure) [A]							
Applicable GST [CGST+SGST or IGST] Rate in [%]				_____%			
GST [CGST+SGST or IGST] Amount (Rs) [B]							
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Y)= [A] + [B]							
Total amount including GST [CGST+SGST or IGST] [in Words]							

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE PRICE BREAK-UP DOCUMENT/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE PRICE BREAK UP DOCUMENT/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(Y)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(Y)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
4. ***(The price break-up as per the Annexure "2" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (Y), the figures/amount of financial bid will be considered)***

Annexure-3

NAME OF BIDDER: _____

SCHEDULE OF RATES [SOR] –PRICED (PART-C)

Sl. No.	Activity Line No.	Service Descriptions	U.Q.C.	Quantity	Premium Rate (per mille (‰))		Premium Amount (Rs) [Excluding GST]	
				(a)	(b)		C=a x b	
					In figure	In Words	In figure	In words
1	10	**PUBLIC LIABILITY ACT POLICY (STATUTORY COVER),** Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OFLIABILITY: **Rs. 250.00 Crore AOA + Rs 500.00 Crore** AOY Any one Accident (AOA) Any one year (AOY)	LMP	1				
2	20	**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				

Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure) [A]	
Applicable GST [CGST+SGST or IGST] Rate in [%]	_____%
GST [CGST+SGST or IGST] Amount (Rs) [B]	
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (Z)= [A] + [B]	
Total amount including GST [CGST+SGST or IGST] [in Words]	

NB:

1. BIDDER IS REQUESTED TO REFER THE SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK (SECTION-V) CONTAINED IN THE TENDER DOCUMENT & QUOTE ACCORDINGLY
2. 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.
3. BIDDER TO PROVIDE THE **PRICE BREAK-UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE **PRICE BREAK UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(Z)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(Z)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
4. ***(The price break-up as per the Annexure "3" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (Z), the figures/amount of financial bid will be considered)***

Annexure-4

NAME OF BIDDER: _____

SCHEDULE OF RATES [SOR] –PRICED (PART-D)

Sl. No.	Activity Line No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (percent (%) or per mille (‰)) *		Premium Amount (Rs) [Excluding GST]	
			(a)	(b)		C=a x b	
				In figure	In Words	In figure	In words
1	10	**Standard Fire & Special Perils Policy** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**1,75,23,52,427**				
2	20	**Bharat Griha Raksha Policy** Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**2,90,56,76,184**				
3	30	**Burglary & Housebreaking Policy (Including Theft & RSMD Cover)** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**1,07,83,10,854**				
4	40	**All Risk Policy (for Laptops)** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**27,34,731**				

5	50	**Electronic Equipment Insurance Policy** Policy is for a Period of 12 Months w.e.f. 01/07/2025.	**16,99,21,973**				

Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure) [A]	
Applicable GST [CGST+SGST or IGST] Rate in [%]	**_____%**
GST [CGST+SGST or IGST] Amount (Rs) [B]	
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure) (P)= [A] + [B]	
Total amount including GST [CGST+SGST or IGST] [in Words]	

NB:

1. **PLEASE CLEARLY SPECIFY WHETHER THE PREMIUM RATE QUOTED IS EXPRESSED IN PERCENT (%) OR PER MILLE (‰)**
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. BIDDER TO PROVIDE THE **PRICE BREAK-UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) AS ABOVE FOR SAP LOA. BIDDER IN THE **PRICE BREAK UP DOCUMENT**/ BILL OF QUANTITIES (BOQ) SHALL QUOTE INCLUDING GST **(P)** AND TOTAL CONTRACT VALUE MENTIONED HEREIN **(P)** SHALL MATCH THE PRICE QUOTED ON GEM PORTAL.
5. ***(The price break-up as per the Annexure "3" uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the GEM portal (financial bid) and the above format (Z), the figures/amount of financial bid will be considered)***

COMPREHENSIVE OPERATIONAL MEGA INSURANCE PACKAGE POLICY

SECTION – IA, AR (ALL RISKS OF PHYSICAL LOSS OR DAMAGE)

Insuring Clause:

In consideration of the payment by the Insured named in the Schedule hereto of the Premium mentioned therein, THE INSURER AGREES (subject to the Conditions, Provisos and Exclusions contained herein or endorsed or otherwise expressed hereon, which shall all be deemed to be conditions precedent to the right of the Insured to recover hereunder) TO INDEMNIFY the Insured in respect of

SUDDEN ACCIDENTAL PHYSICAL LOSS, DESTRUCTION OR DAMAGE TO THE PROPERTY DESCRIBED IN THE SCHEDULE HEREIN DIRECTLY AND WHOLLY ATTRIBUTABLE TO ANY CAUSE, EXCEPT AS HEREINAFTER PROVIDED, OCCURING DURING THE CURRENCY OF THE POLICY, REFERRED TO HEREIN AS 'DAMAGE'.

In no case shall the liability of the Insurer exceed the respective Sums Insured expressed in the Schedule except as may be provided herein.

"Sudden" shall mean accidental and not reasonably foreseen and not a gradual occurrence.

1.1. EXCEPTED CAUSES:

- The deliberate and sustained operation of the Insured's plant, machinery, pipeline or other equipment in excess of the design margin over the nameplate capacitieson the specific and intentional instruction of the Insured except for the conditions permitted by the manufacturers.

- Withdrawal or go-slow of labour or cessation of work.

IT IS ALSO UNDERSTOOD AND AGREED THAT subject to the PROVISO below, this insurance does not cover:

a) Wear and tear, gradual deterioration, gradually operating causes, rusting, corrosion, metal fatigue, oxidation, auto-oxidation, damp, change in temperature or humidity action of air or light or natural heating or drying(other than as provided under clause 1.3.8.).

b) Fermentation, evaporation, loss of weight, contamination or change in quality (except where such is directly caused by an occurrence, which is not otherwise excluded).

c) Failure, breakdown, malfunction, derangement, collapse or rupture of any mechanical or electrical or electronic machine apparatus or equipment whatsoever.

d) Failure of supply of water, gas, electricity, fuel or power from outside sources but should any resultant loss or damage occur to the insured property due to any cause which is not otherwise excluded as per terms & conditions of the Policy, the same would be indemnifiable.

e) Gradual subsidence and settlement, shrinkage or expansion or erosion of soil unless sudden accidental loss or damage covered under this Policy ensues and only such ensuing loss will be covered under this Policy

f) Short-circuiting. Self-heating, leakage or surge of electrical current, over-loading or excessive power. However this exclusion will not be applicable to any damage caused by short-circuiting, self-heating, leakage or surge of electrical current, over-loading or excessive power that may occur due to a covered peril operating on a nearby insured property.

g) Leakage or overflowing of the contents of any storage tank, vessel or other container or the flaring of products other than as provided under clause 1.3.4. However, blow down as a measure of damage containment is not excluded under this clause.

h) Loss of data, data media and records, as well as its regeneration except as per Clause 3.13

i) Clean-up costs other than as provided under Article 3.14.

j) Seepage and/or pollution and/or contamination, direct or indirect, rising from any cause whatsoever.

k) Infidelity of an employee.

Notwithstanding any provisions to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost of expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group (s) of person, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage and cost of expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the insurer allege that by reason of this exclusion, any loss, damage, cost of expense is not covered by this the burden of proving the contrary shall be upon the Insured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the reminder shall remain in full force and effect.

PROVISO : Clause (a) - (f) above shall not be deemed to exclude any further destruction or damage which itself is not excluded by any of the terms, conditions and Excepted Clauses of this policy, occasioned as a consequence of any of the Contingencies listed therein.

1.2. EXCLUDED PROPERTY:

Unless otherwise expressly agreed, this Section does not cover loss or destruction of or damage to any of the following:

i property in course of construction or erection or dismantling or undergoing testing or commissioning other than as provided elsewhere under this Section, however, this Exclusion shall not apply in respect of normal maintenance and testing. It is also understood that bringing up to operational condition from shutdown shall not be construed as testing;

ii. road vehicles (other than motor vehicles and Plant and Machinery used exclusively on the Insured's premises), railway rolling stock, waterborne vessels or craft; but this exclusion shall not apply to the Insured's rolling stock and fire fighting vehicles whilst on the Insured's premises or within a radius of 5 kms. and 20 kms. respectively of the insured premises; subject to the condition that the Insured is having insurable interest on such Plant & Machinery and the value of them being included in the PD Sum Insured.

iii. land (including topsoil, backfill), runways, canals, dams, docks or tunnels,

iv. goods or property in transit, other than:

a) land transits of plant and/or machinery for the purpose of maintenance and general running for operational use;
b) property in transit as provided under the Temporary Removal Extension;
c) inland transit within INDIA as provided under the Inland Transit Extension,

v. Property which is insured by a more specific policy;

vi. Underground property other than
a. pipelines along with contents
b. cabling
c. tanks along with contents
d. utilities and
e. related equipment;

vii. Offshore property;

viii. Property belonging to third parties unless specifically declared as insured hereunder or in the Insured's care custody and control and for which they are responsible;

ix. Catalysts, lining, refractory and consumable materials but only whilst in the course of process, production, or manufacture, other than as provided under Article *1.3.6.*

x cash, bullion, coins, cheques, stamps, precious stones, jewellery, antiques, securities, Obligations of any kind, books of account, or other business books or records, computer records or data manuscripts, plans, drawings, patterns or models. However, this shall not be extended to/override the conditions as mentioned under Articles 3.13 and 3.18 of the Policy.

1.3. EXTENSIONS APPLICABLE TO SECTION IA, (AR):

1.3.1. CIVIL AUTHORITIES /PUBLIC AUTHORITIES / LOCAL AUTHORITIES CLAUSE:

This Section of the Policy includes such additional cost of reinstatement of the destroyed or damaged sections of the Property caused by a contingency insured against as may be incurred solely by reason of the necessity to comply with any Regulations, Bye-laws or Statutory Provisions relating to the reinstatement of Property provided that the amount recoverable under this extension shall not include:

a) the cost of complying with any such Regulations, Bye-laws, or Statutory Provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections of the Property;

b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions the work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months, and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

Limit for each and every loss hereunder: Rs.5.00 crs

1.3.2. FIRE FIGHTING EXPENSES:

It is agreed that in the event of a fire or a series of fires arising directly or indirectly from the same occurrence including fire threatening to involve the Property Insured under this Section of the Policy, the Insured shall be entitled to recover;

the actual cost of materials 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 fighting, extinguishing or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;

all other actual expenses (including wages and the like paid for 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.

Limit for each and every loss hereunder: Rs. 5.00 crs

1.3.3. PROPERTY NOT ON THE INSURED PREMISES (ONLY THE DECLARED / NAMED PREMISES) :

This policy extends to cover property (Machineries/Equipment's and Stocks) of the Insured and the value of such property being part of total sum insured under the policy which are kept outside the Insured premises anywhere in India (list of such locations to be provided with commencement of policy and as soon as any location is added) subject to a limit of Rs.10.00 Crs. at any one location.
The coverage will be available for Plant & Machinery for FLEXA perils only and all risk basis for stocks.
Stock inside pipelines, outside Plant premises, will also be covered in case of named locations **as detailed under Annexure-II of the policy.**

It is understood and agreed that no waiver of subrogation will be given against third parties and insured will take all measures to safeguard interest.

Limit for each and every loss hereunder: Rs. 5.00 Crs at any one location eel for P & M and stock (premises to be declared/named).

1.3.4. LEAKAGE AND OVERFLOWING:

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover the loss of stock caused by leakage and/or overflowing from any storage tank or vessel or pipelines subject to a limit of Rs. 50 crs each and every loss.

1.3.5. CONTAMINATION AND CO-MINGLING OF STOCKS& Stock in Process:

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks and Stock in Process as a result of contamination and/or co-mingling whilst in the Insured's care, custody or control, subject to a limit of Rs.20Crs each and every loss.

1.3.6. CATALYSTS, LINING REFRACTORY AND CONSUMABLE LIMITED COVERAGE CLAUSE:

Catalyst and consumable materials including lining and refractory in the course of process are covered **to a maximum limit of Rs. 50 Crores** in aggregate. This extension also covers loss and / or damage of catalyst due to sudden poisoning / deactivation by a cause not excluded under the policy.

For the purpose of this policy the basis of settlement with respect to destruction of or damage to such refractory, lining, catalyst or consumable material as covered hereunder shall be limited to the actual cash value of such property, as defined under Basis of Indemnification (Stock and Catalyst) clause 1.4.2. Where available, the normal remaining life to the refractory lining, catalyst or consumable material shall be taken into consideration in determining the actual cash value (ACV). The ACV amount shall be calculated by taking

i. The Expired Life EL in working hours of the catalyst at the time of occurrence and

ii. The Normal Life Expectancy (NEL) in hours of the catalyst according to the latest specification issued by the manufacturer

iii. And applying them in the relationship (1-EL/NLE) to the total replacement costs of the catalyst

1.3.7. RIOT, STRIKE, MALICIOUS DAMAGE INCLUDING CIVIL COMMOTION:

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this, Policy extends to cover loss of or visible damage or destruction by external violent means directly caused to the property insured but excluding those caused by,

a. Total or partial cessation of work or the retardation or interruption or cessation of any process or omissions of any kind

b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority

c. Permanent or temporary disposition of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access of the same.

d. Burglary, housebreaking, theft, larceny or any such attempt or omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Insurer alleges that the loss/damage is not caused by any malicious act the burden of proving the contrary shall be upon the insured.

Limit for each and every loss and in the annual aggregate: **Actual**

1.3.8. SPONTANEOUS COMBUSTION CLAUSE

Policy may be extended to cover the above subject to following endorsement wordings:

"In consideration of the payment by the Insured to the Company of additional premium as included in total premium ofthe Company agrees notwithstanding what is stated in the printed exclusions of this policy to the contrary that the insurance of this policy shall extend to include loss or damage by 'fire' only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion."

Limit: INR 50 Crs Each and every Loss

1.4 CONDITIONS APPLICABLE TO SECTION IA (AR):

1.4.1. BASIS OF INDEMNIFICATION (ALL PROPERTY OTHER THAN STOCK AND CATALYST):

In the event of destruction of or loss of or damage to Property Insured hereunder (excluding Stock) by a contingency insured against, the amount payable under each of the items of this Section of the Policy shall be calculated on the basis of the reinstatement or replacement of the Property lost, destroyed or damaged, subject to the following provisions

Reinstatement or Replacement shall mean:

Where Property is lost or destroyed, the rebuilding of any buildings or the replacement by similar property of any other Property, in either case in a condition equal to but not better or more extensive than its condition when new other than provision as per article no. 3.21 (technological improvement).

Where Property is damaged, the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new.

Where by reason of the above provisions, no payment is to be made for rebuilding or replacement or if the Insured elects not to rebuild or replace, the Insurer will pay to the Insured the actual value of the property at the time of the happening of its damage. Actual value means the cost which in the event of damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, custom & other duties, dues etc. with due allowance for depreciation for age, use and condition.

Special Provisions:

a) The work of replacement or reinstatement (which may be carried out upon the same or 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 within 12 months of the date of the destruction or damage or such further period as the company shall in writing allow, otherwise no payment beyond the amount which would have been payable on normal indemnity basis shall be made.

b) Where Property is damaged or destroyed in part only, the liability of the company shall not exceed the sum representing the cost which the company would have been called upon to pay for reinstatement if such Property had been wholly destroyed.

c) No payment beyond the amount which would have been payable under this Section of the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage such Property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement as stated in this Section of thePolicy.

d) If, as a result of the application of any of these Special Provisions, no payment is to be made beyond the amount which would have been payable under this Section of the Policy if this Clause had not been incorporated therein, the rights and liabilities of the Insured and the company in respect of the destruction or damage shall be subject to the Terms and Conditions of the Policy as if this clause had not been incorporated therein.

e) It is a condition under this policy that at the time of every renewal the values of plant, machinery and assets should be adjusted by the insured to represent the new replacement value.

f) If at the time of the reinstatement of the loss, the sum representing 85pct. of the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage then the insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing 85pct., of the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

g) It is further noted and agreed that in the event of physical loss or damage to the property insured Here under the insured, at their 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 the 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.

h) Where the repair or replacement of the damaged or lost Property Insured involves import into the country of the Insured property, the replacement value as aforesaid shall include applicable Customs Duties & other taxes.

However, these provisos shall exclude from its ambit the conditions as mentioned under article 3.21(Technological Improvement)

1.4.2. BASIS OF INDEMNIFICATION (STOCK AND CATALYST):

In the event of destruction of or loss of or damage to stock (other than catalyst whilst in process) covered hereunder by a contingency insured against, the amount payable under each of the items of the policy shall be

calculated on the basis of the value of such property, including all applicable taxes and duties, immediately before the occurrence of the said contingency.

In case of finished goods, the basis of indemnity shall be market price.

The Insurers shall be entitled at their option to reinstate or replace the destroyed or damaged property.

If the stock hereby insured shall, at the time of the destruction of or loss or damage, be collectively of greater value than the sum insured there on then the insured shall be considered as being his own insurer for the difference and shall bear a rateables proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

In the event of destruction of or loss of or damage to catalyst whilst in process, the basis of indemnification shall be reinstatement value, which shall be determined on the basis of Replacement Cost to the insured, less salvage value.

Replacement Cost of Catalyst means the amount it would take to replace the damaged or destroyed property with property of like kind and residual life, as determined at the time of loss.

1.4.3. Waiver of Underinsurance:

If the property hereby insured shall, at the commencement of any damage, be collectively of greater value than the Sum Insured thereon, then The Insured shall be considered as being his own insurer for the difference, and shall bear the rateable proportion of the loss accordingly. Salvage is to be considered in the same proportion. Every item, if more than one, of the policy shall be separately subject to this condition.
Above condition is waived off for underinsurance up to 15%.

1.4.4. 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.

SECTION-IB: MI (MACHINERY INSURANCE):

INSURING CLAUSE:

In consideration of the payment by the Insured named in the Schedule hereto and of the Premium mentioned therein.

THE INSURER AGREES that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon which shall all be deemed to be conditions precedent to the right of the Insured to recover hereunder, to indemnify the Insured against:

SUDDEN AND ACCIDENTAL BREAKDOWN, COLLAPSE OR RUPTURE (TO APPARATUS SUBJECT TO CENTRIFUGAL FORCE, INTERNAL PRESSURE) OF PROPERTY INSURED INCLUDING PHYSICAL EXPLOSION/IMPLOSION AS DESCRIBED IN THE SCHEDULE HERETO DIRECTLY AND WHOLLY ATTRIBUTABLE TO ANY CAUSE, EXCEPT AS HEREINAFTER PROVIDED, OCCURRING DURING THE CURRENCY OF THE POLICY.

In no case shall the liability of the Insurer exceed the respective sums insured expressed in the schedule,

PROVIDED that the due observance and fulfillment of the terms, conditions and endorsements so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to liability of the Insurer to make any payment under this Policy.

Breakdown shall include sudden and accidental physical loss or damage necessitating repair or replacement before working can be resumed resulting from:

i) defects in material, design construction, erection, or assembly or;

ii) fortuitous working accidents such as vibration, maladjustment, loosening of parts, centrifugal force, abnormal stresses, defective or accidental lack of lubrication, water hammer, or local overheating, failure of or faults in protection devices or;

iii) excessive voltage or current, failure of insulation, short circuits, open circuits or arcing or the effects of static electricity or;
iv) Incompetence, negligent, malicious acts or lack of skill of employee or third parties or;
v) Falling impact, collision or similar occurrences, obstruction or the entry of foreign bodies or;
vi) over-pressure/under pressure (explosion/implosion)
vii) Cracks found during turnaround in equipment such as turbines and other machinery which requires immediate repair.
viii) any other cause not hereinafter excluded.

This Insurance applies whilst the Property Insured is working or at rest or during maintenance testing or being dismantled or moved for the purpose of cleaning, inspection, overhauling or being re-erected

in another position within the location shown in the Schedule. However any overload testing is excluded.

2.1. EXCEPTIONS APPLICABLE TO SECTION IB(MI):

The company shall not be liable for:

i) loss or damage caused by fire, lightning, extinguishing of fire, subsequent demolition, dismantling and clearance of debris, aircraft and other aerial devices or articles dropped there from, collapse of buildings, and theft;

ii) a) wastage of material, wearing away or wearing out of any part of a machine caused by or resulting from ordinary usage, rust, boiler scale or other deposits, corrosion or deterioration due to chemical or atmospheric conditions or otherwise scratching of painted or polished surfaces; This exclusion will not apply to loss resulting from sudden accidental loss/damage not otherwise excluded.

b) slowly developing deformation, distortion, cracks, fractures, blisters, laminations, flaws or grooving or the making good of defective tube joints or other defective joints or seams unless such defects result in damage otherwise insured under the Policy;

iii) loss or damage caused by the imposition of abnormal conditions directly or indirectly resulting from testing or willful overload beyond safe limits, or experiments except for conditions permitted by the manufacturers, or by judgment of a competent engineer it being understood that bringing up from shutdown shall not be construed as testing;

iv) loss of use of any machine or consequential loss of any nature whatsoever; other than specific coverage available under Section BI (Business Interruption).

v) loss or damage caused by earthquake, seaquake, tidal wave, subsidence, landslide, Rockfall, hurricane, typhoon, cyclone, volcanic eruption or other convulsion of nature, flood, inundation or escape of water from water-containing apparatus;

vi. loss or damage caused by the willful neglect of the Insured or his representatives, which includes also abandonment of property. However, acts of malicious damage by employees and/or representatives of the Insured are covered;

vii) a) loss of or damage to or loss of use of Property directly or indirectly caused by seepage or pollution;

b) the cost of removing, nullifying or cleaning-up, seeping, polluting or contaminating substances;

viii) Loss or damage due to any faults or defects known to the Insured at the time this insurance was arranged and not disclosed to the company; or for which the manufacturer is responsible by contract.

ix) Accidental damage indemnifiable under All risk section (Section I) of this policy;

x) loss or damage to foundations and masonry, refractory linings exchangeable or replaceable parts and attachments such as flexible drives or tools used for cutting, drilling, grinding, polishing or similar purposes or moulds, patterns pulverising and crushing surfaces, screens and sieves, engravings on cylinders, ropes, chains, belts, elevator and conveyor bands, batteries, tyres, connecting wire and cables, flexible pipes, joining and packing material and all other parts not made of metal (except the insulation of electrical conductors), fuels,

filter fillings, cooling media, lubricants, catalysts, chemicals or other operating media;. However, this exclusion will not be applicable when damage to these parts is part of a loss and/or damage to an insured machine by a cause not excluded. Further, this exclusion shall only refer to these parts and not to any resulting damage to the machinery insured under this section of the policy.

xi) Loss of data, data media and records as well as its regeneration;

xii) Lack of power, light, heat, steam or refrigeration unless the result of a sudden and unforeseen happening;

xiii) loss or damage to vehicles licensed for road use and/or vessels, except construction and maintenance plant & machinery which are not licensed for road use.

Notwithstanding any provisions to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost of expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or any other sequence to the loss.

2.2. CONDITIONS APPLICABLE TO SECTION IB(MI):

2.2.1 SUM INSURED:

It is the requirement of this Section that the sum insured shall be equal to the cost of replacement of the insured property by new property of the same kind and of the same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs

2.2.2. VALUATIONS AND ADJUSTMENT OF LOSSES:

In, case of loss or damage, the basis of adjustment unless otherwise endorsed thereon shall be the Replacement Cost.

Replacement Cost shall mean all expenses necessarily incurred to repair, rebuild or replace with new materials of like kind and quality including dismantling and re-erection charges incurred for the purpose of effecting repair.

Replacement Cost shall be determined as at the time of replacement of any claim for loss or damage under this Policy.

The Insured shall be entitled to receive monetary settlement hereunder based upon the actual reinstatement value provided the Insured shall provide all such information as the Insurers shall require in proof of the amount of the loss.

If at the time of the reinstatement of the loss, the sum representing 85 pct. of the cost which would have been incurred in the reinstatement if the whole property covered by such item had been destroyed exceeds the sum insured thereon at the commencement of any destruction or damage then the insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing 85 pct., of the cost of reinstatement of the whole of the property and shall bear a ratable proportion of the loss accordingly.

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 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 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 /equipment.

Where for any reason, it is not possible or if the Insured elects not to rebuild or replace, the Insurer will pay to the Insured the Actual value of the property at the time of Loss. Actual value means the cost which in the event of damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, custom & other duties, dues etc. with due allowance for depreciation for age , use and condition.

Where the repair or replacement of the damaged or lost Property Insured involves import into the country of the Insured property, the replacement value as aforesaid shall include actual Import Duty including, but not limited to applicable customs duties and other taxes.

2.2.3. RIGHT OF INSPECTION:

The Insurers' officials shall at all reasonable times have the right of access to the premises in which the machines are situated provided they comply with all reasonable site access requirements.

2.2.4.DUE DILIGENCE:

It is agreed by the Insured that during the continuance of this Policy the machine(s) shall be maintained in good working order and not willfully operated beyond safe limits and that Government or other regulations relating to the condition, operation or inspection of machine(s) are observed. The Insured agree to forward to the Insurer copies of such inspection reports whenever required to do so by the Insurer.

i. REPAIRS:

In the event of a Breakdown of any Property Insured likely to give rise to a claim hereunder, the Insurer shall have the right to take over and control all necessary repairs to be completed to the satisfaction of the Insured.

ii. **REMOVAL:**

Such insurance as is afforded under this Section of the Policy shall also apply while the Property Insured is being removed because of imminent danger of loss or damage.

3. EXTENSIONS APPLICABLE TO SECTIONS IA& B (AR & MI):

3.1. EXPEDITING EXPENSES (INCLUDING AIR FREIGHT & EXPRESS FREIGHT):

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 expenses and other rapid means of transportation.

Limit: Rs.10 Crs each and every loss.

3.2. 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 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.

It is further noted and agreed that in the event of physical loss or damage to the property insured
Here under, the insured, at their 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 the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and 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 /equipment.

Limit: Rs.5.00 Crs. Each and Every Loss

3.3. MINOR WORKS

It is understood and agreed that these Sections of the Policy automatically include minor alterations and/or construction and/or re-construction and/or additions and/or maintenance and/or testing and commissioning and/or modifications and/or any new project work carried out on any of the property insured under this policy or inside the premises of the insured, subject to a maximum contract value of Rs 5 crore any one Project & in Aggregate and being the value of the said Project at the commencement thereof. This includes inland transit of the consignment meant for execution of Minor Works subject to per consignment limit of Rs. 5 Crs.

Notwithstanding other terms and conditions herein, this Extension of the Policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles applicable to 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.

At the option of the Insured the interest of 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. This cover will also apply to loss or damage caused in the course of reinstating an otherwise insured Damage.

Any Consequential Loss, following a loss covered hereunder, is excluded. This does, however, not exclude consequential losses arising out of a material damage to existing property insured under the policy by a peril not excluded under the policy.

Limit in Aggregate: Rs. 5 Crs. AOP and in Aggregate. This includes related inland Transit of Consignment up to the limit Rs. 5.00 Crs.

3.4. INADVERTENT OMISSION:

The Insured having notified the Insurers of their intention to insure all Property in which they are interested and it being their belief that all such Property is insured, if hereinafter any such Property shall be found to have been inadvertently omitted, the Insurers will deem it to be insured within the terms of this Policy, up to a limit of Rs5crs each and every loss and Rs 5 Crs in aggregate

3.5. ARCHITECTS', SURVEYORS' & CONSULTING ENGINEERS' FEES (INCLUDING FOREIGN EXPERT VISIT EXPENSES):

The insurance by the Policy shall include an amount in respect of Architects', Surveyors, Consulting Engineers' and Legal and other Fees and expenses necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such Fees shall not exceed those authorised under the scales of the various Institutions and/or Bodies regulating such charges wherever available. This extension shall also include reasonable costs incurred by the Insured of a like nature.

Limit:Upto Rs.5.00 Crs., Each and Every Loss

3.6. CAPITAL ADDITIONS:

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 5Crs.

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.5Crs.

3.7. AUTOMATIC REINSTATEMENT OF SUM INSURED FOLLOWING A LOSS:

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 no reinstatement premium will be deducted from the net claim amount up to INR 5 crores

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover

to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, (beyond INR 5 crores) of pro rata premium to be calculated from the date of loss till expiry of the Policy.

3.8. TEMPORARY REMOVAL OF PROPERTY:

Subject to the following provisions, the Property Insured by this Section of the Policy is covered whilst temporarily removed for cleaning, renovation, repair and other similar purposes, else whereon the same or to any other premises world-wide and in transit thereto and there from by air, road, rail or inland waterway and/or whilst temporarily stored elsewhere.

The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the Premises from which the Property is temporarily removed.

This Extension does not apply to Property if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

Limited to Rs 50 Crs. Each and every loss. Any transit outside India to be intimated to lead insurer immediately on dispatch.

3.9. EXPENSES TOWARDS LOSS PREVENTION / MINIMIZATION:

In case of actual or imminent loss or damage it shall be lawful and necessary for the Insured, their factors, servants or assigns to sue, labour and travel for, in or about the defense, safeguard and recovery of the property Insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the property insured in case of loss or damage be considered a waiver or an acceptance of abandonment. The expense so incurred which include shut down and startup costs shall be borne by the Insurer up to a maximum of Rs 25 crs each and every loss.

3.10 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 imminent and sudden pollution hazard 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 any other physical damage.

Limit: Rs.10.00 Crs. Each and every Loss

3.11. SHUT DOWN / START UP COSTS INCLUDING FAILED START UP:

It is hereby agreed and declared that this policy extends to cover Shut Down and Startup Costs, including the costs by way of loss/drainage/venting of hydrocarbon, chemicals, catalysts and cost of power and utilities such as electricity, water, steam, gas as well as feed stock, fuel or combustibles to reestablish the plant in the operational state it was at the time of damage necessarily and reasonably incurred by the Insured consequent upon a loss or damage at any location covered by this policy.

Limit: Rs 50 Crs. Each and Every Loss and In Aggregate

3.12. PLANS, DOCUMENTS &COMPUTER SYSTEMS RECORDS:

The coverage herein shall be extended to cover loss of data, data media and records, as well as its regeneration, up to a limit of Rs.5,00,00,000 /-- any one loss, subject to:

i. the loss of data, data media and records having been caused by a damage covered under sections AR and MI

ii. data / software back-up being kept in fireproof safe

iii. 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.

3.13. REMOVAL OF DEBRIS INCLUDING FOREIGN DEBRIS & DEMOLITION INCLUDING CLEAN UP EXPENSES

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, including the cost of removable of water consequent to flood 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 or 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.

Limit: Rs10crs each and every loss

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.

3.14. OBSOLETE PARTS/EQUIPMENT

It is noted and agreed that in the event of spares currently insured hereunder and represented within the total sum insured under this Policy becoming obsolete following an indemnifiable loss to the unit and/ or units to which they belong, such spare parts shall also be deemed a constructive total loss provided always that such part cannot be used as spares for any other units, Insurers retain rights of salvage over such parts.

Limit: Rs 10 crs each and every loss

3.15. NEWLY ACQUIRED PROPERTY

The Policy will extend to cover the newly acquired property inside the insured premises, acquired after commencement of this policy and before the expiry of this policy subject to the condition that all such acquirement of property are intimated to Insurer in advance and payment of additional premium on pro-rata basis.

Limit: Up to Rs. 5 Crs is Free. Above that the additional pro-rata premium to be paid.

3.16 DAMAGE TO ELECTRIC LINES

The policy will extend to cover damage to electric lines and/or apparatus of BCPL inside and outside the premises of the insured, as annexed, subject to the condition that values of such electric lines and apparatus are included in the total sum insured

3.17 ARCHIVES (REINSTATMENT OF DATA)

Indemnity hereunder shall include reasonable costs incurred in the reconstruction of archives. Record, accounts documents, plans, computer programs and data, subject to back up copies/ records being kept in a safe and secure place.

Limit:Rs5.00Crs each and every loss

3.18 DECONTAMINATION AND POLLUTION CLEAN UP

Indemnity hereunder shall include reasonable costs incurred towards decontamination and pollution cleanup inside the Insured Premises only, subject to condition that such contamination and / or Pollution occurred inside the premises arising out of operation of any Peril otherwise covered under the policy, resulting into sudden and accidental damage to the insured property;

Limit :Rs. 5Crs. EEL and in aggregate

3.19 CRANES / FIRE BRIGADES

The Insurer shall indemnify the insured for loss or damage to Cranes or Fire Brigades, subject to the condition the value of such items are included in Sum Insured,

- whilst on the premises
- while on assignments as per mutual aid agreements and
- if requisitioned by public authorities

3.20 TECHNOLOGICAL IMPROVEMENT

Permission is granted to replace damaged equipment with a technologically superior replacement, if such replacement is capable of performing the same function as the damaged equipment. However the Insurer shall not be liable for more than the replacement cost/sum insured.

Limit :Rs 25.00 Crs each and every loss

3.21 LEAK SEARCH COSTS

The Insurer shall indemnify the insured in respect of reasonable leak search costs.

The costs for leak search shall include the costs incurred for:

(a) hydrostatic testing, including the cost of all materials used including but not limited to leasing special apparatus and the cost of the operation and transport of such apparatus,
(b) Earthwork in trenches necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling.

However, such costs will be payable only following an identifiable loss.

Limit: Rs.5.00 Crore, each and every loss

3.22 TAX AND CUSTOMS DUTY CLAUSE

It is-hereby declared and agreed that in case of loss under this policy the same allowance will be considered for taxes and customs duties and the like as the one declared in the related sum insured. Any cost incurred in excess of this amount shall be borne by the insured.

3.23 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.

3.24 ESCALATION CLAUSE

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 1/365th of the above-specified percentage for each day since inception up to the date of the loss.

This Clause shall not apply to stock of any description / kind whatsoever.

3.25 Additional Customs Duty

The insured shall be indemnified during the currency of this policy, towards Additional Customs Duty of Rs. 5.00 Crs which may be incurred by the insured over and above, subject to the condition that the customs duty amount have been taken into account in arriving at the sum insured of the affected item.

This Article shall override Article 3.22 (Tax & Customs Duty Clause), in events where the Insured has incurred additional Customs Duty, upto INR 5.00 Crs., subject to the condition that the customs duty amount have been taken into account in arriving at the Sum-Insured of the affected items.

3.26 Goods Held in Trust / Property under consignment, care, Custody & Control

It is hereby declared and agreed that this insurance shall cover all real and personal property of every kind and description belonging to the Insured and/or goods under consignment, held in trust or on lease or paid awaiting delivery for which the Insured may be held liable for loss or damage while in their care, custody or control.

Limit :Rs. 5.00 Crs. for each and every loss

3.27 INCREASED COST OF CONSTRUCTION & DEMOLISHING CLAUSE

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 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.

Limit : Rs 10.00 Crs each and every loss

3.28 REPAIR AND REMOVAL COST INCLUDING DEWATERING BUT EXCLUDING FOREIGN DEBRIS

It is agreed that this Policy includes the cost and expenses towards Repair and Removal Cost of Insured Property including Dewatering cost but excludes Cost towards Removal of foreign Debris, after occurrence of loss, destruction or damage by insured peril provided that the insured shall give notice to the insurer their intention for claiming for such cost immediately after such occurrence of Loss.

Limit: Rs. 5 crs EEL.

3.29SPOILAGE MATERIAL COVER FOR MACHINERY & STOCK

It is hereby agreed and declared that, notwithstanding anything contained to the contrary, this

policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the schedule to this policy, or any part of such property, is first admitted by the Company.
Provided always that all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement.

Limit of indemnity: INR 30 Crores Each and Every Loss

3.30 Involuntary Betterment

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured. In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.
Provided always that:
1. Damage was directly caused to the Property Insured
2. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
3. The Insurer shall be liable for only the difference between
3.1. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
3.2. The installed cost of the technologically current Property Insured
The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

Limit of indemnity: INR 5 Crores Each and Every Loss

3.31 Unrepaired Damage

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 the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, The Company shall indemnify the amount expended in making the item safe plus the reasonable repair cost which would have been incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.
Limit of indemnity: INR 5 Crores Each and Every Loss

3.32 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.
Limit of indemnity: INR 50 Lacs Each and Every Loss

3.33 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 extents 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.

Limit of indemnity: INR 5Crs Each and Every Loss

3.34 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 installation 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.

Limit of indemnity: INR 5Crs Each and Every Loss

3.35 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.

Limit of indemnity: INR 5Crs Each and Every Loss

3.36 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 -
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.

Limit of indemnity: INR 5Crs Each and Every Loss

3.37 Green Clause:

Where following physical loss or damage insured by this policy, the insured elects to rebuild in a manner that aims to minimize potential harm to the environment utilizing the latest technology, in this regard, it will not be considered betterment to the Insured. Where the cost of rebuilding is increased as a result, the insurers will pay such additional cost.

3.38Primary and Non-Contributory:

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject other wise to the terms and conditions of the Policy

3.39 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

3.40 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.

3.41 Non - Vitiation 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

3.42 Pair and Set Clause:

In the event of Insured loss or damage to personal property, this Policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges. At the Insured's option, the Insured may collect the full value of the pair or set provided the Insured tenders the remaining article or articles of the pair or set to the Insurer

3.43 **Further Damage to Stocks/Property**

This Policy shall cover further loss or damage to stocks/property incurred during the Indemnity Period in consequence of loss or damage insured hereunder, subject to this policy being in force.

3.44 **Hire purchase or lease agreements**:

Certain items of the property may be the subject of hire purchase lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest to be disclosed in the event of loss, destruction or damage.

3.45 **Margin clause:**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that no adjustment shall be made unless the values reported represent an increase of more than 5% (or unless otherwise more specifically mentioned in the Schedule) from the initial values reported. This is to include fluctuations, which may occur in the values of property under the Policy which are automatically held covered.

4. CONDITIONS APPLICABLE TO SECTIONS AR AND MI

4.1.1 Electronic Data Exclusion:

Notwithstanding any provision to the contrary within the policy or any endorsement thereto except what has been stated in sec.3.13, it is understood and agreed as follows:

a. This policy does not ensure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense whatsoever nature resulting there from regardless of any other event or cause contributing concurrently or in any other sequence to the loss. Electronic data means facts, concepts

and information converted to a form usable for communication, interpretation and processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. Computer virus means a set of corrupting, harmful or otherwise unauthorized instruction or code including a set of maliciously introduced unauthorized instructions, or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited Trojan Horses', 'Worms', Time or Logic bombs. However, in the event that a peril listed below results from any of the matters described in paragraph 'a' above, this policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the policy period to property insured by this policy directly caused by such listed perils. Listed Perils: Fire, Explosion.

4.1.2 Electronic Data Processing Media Valuation:

Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed and understood as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy then the basis of valuation shall be the cost of the blank media plus the cost of copying the electronic data from backup or from originals of previous generation. These costs will not include research and engineering nor any cost of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated gathered or assembled.

4.2. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION; DEBRIS REMOVAL & COST OF CLEAN UP EXTENSION; AUTHORITIES EXCLUSION:

i. SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision in the Policy to which this Endorsement is attached excluding clause1.3.5and 3.19, this Policy does not insure against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

NEVERTHELESS, if fire and/or explosion is not excluded from this Policy and a fire and/or explosion arises directly or indirectly from seepage and/or pollution and/or contamination and/or explosion any loss or damage insured under this Policy arising directly from that fire and/or explosion shall (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which the Insurer has paid or agreed to pay or would have paid or admitted liability or been held liable for but for the application of any deductible provision contained under Section A or B of this Policy, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

The Insured shall give notice to the Insurer of intent to claim NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

ii. AUTHORITIES EXCLUSION: Notwithstanding any of the preceding of this Endorsement or any provision of the Policy to which this Endorsement is attached excluding clause 1.3.5, this Policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever, other than as provided elsewhere under this Policy.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached

4.3 WORKMEN:

Workmen may be employed for the purpose of minor extensions or alterations, installations, maintenance and the like without prejudice to this Insurance.

4.4. WAIVERS OF RECOURSE:

It is understood and agreed that this Insurance shall not be invalidated should the Insured waive, with Insurers' agreement, prior to loss or damage affected thereby, any or all rights and recovery against any part for loss or damage to the property described herein, provided however, that the Insurers' rights of recourse against any manufacturers and suppliers be maintained in force.

It is specifically agreed to automatically waive rights of recourse against contractors of the Insured (and/or their subcontractors) during the policy period but only in respect of the normal maintenance activities of the Insured. Normal maintenance shall be deemed to include work during normal shutdowns and the bringing up from normal shutdowns.

4.5. EXPIRATION:

If this policy should expire or be cancelled while an insured event is in progress, it is understood and agreed that insurers, subject to all other terms and conditions of this policy, are responsible as if the entire loss had occurred prior to the expiration of this insurance.

4.6. 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.

SECTION –II: BI (BUSINESS INTERRUPTION):

5.1. INSURING CLAUSE:

The Insurers agrees that if Property Insured under Section AR and/or MI be lost, destroyed or damaged by any of the contingencies insured there under (destruction or damage so caused being hereinafter termed "Damage")

at any time during the Period of Insurance and the Business carried on by the Insured be in consequence thereof interrupted or interfered with, the Insurer will pay to the Insured the amount of actual sustained loss resulting from such interruption or interference in accordance with the provisions of this Policy.

Provided that the Insurer shall not be liable for any loss under this Section of the Policy unless the Insured's Property lost, destroyed or damaged as defined is insured against such Damage under Section AR and/or Section MI and the Insurer shall have paid for or admitted liability or be held liable in respect of such Damage and would have paid for or admitted liability therefore but for the application of any deductible provision under Sections A and/or B which excludes liability for losses below a specified amount.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the **Annual Turnover** immediately before the date of damage, (duly adjusted as provided for in the definition of Annual turnover appearing in item no 5.2.7) the amount payable shall be proportionately reduced.

Sum Insured under BI Section will include Gross Profit of BCPL and / or other affiliated, associated, controlled, allied or subsidiary companies as are now or may be constituted.

The sum insured under BI to be reviewed only at the end of the policy period.

5.1.1. GROSS PROFIT:

The Insurance under this Article is limited to loss of Gross Profit due to (i) Reduction in Turnover and (ii) Increase in Cost of Working and the amount payable as indemnity there under shall be:

i. in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the "Damage, fall short of the Standard Turnover;

ii. in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

5.2. DEFINITIONS APPLICABLE TO THIS SECTION:

5.2.1. TURNOVER:

The money *(less discounts allowed)* paid or payable to the Insured for goods sold and delivered and for services rendered in the course of business

5.2.2. GROSS PROFIT:

The amount of the Turnover (adjusted by deducting opening stocks and adding closing stocks) from which shall be deducted the Specified Working Expenses.

5.2.3. SPECIFIED WORKING EXPENSES:

All expenses of the Insured's business which do not continue to be incurred or are reduced as a consequence of the damage as therein defined during the indemnity period. Such expenses shall mean expenses towards:-

- Raw Materials
- Variable portion of Cost of Utilities
- Variable portion of Repairs & maintenance
- Chemicals & Catalysts
- Packing Cost
- Other Variable expenses

5.2.4. INDEMNITY PERIOD:

The period beginning with the occurrence of the Damage and ending not later than 18 months thereafter during which the results of the Business shall be affected in consequence of the Damage.

5.2.5. RATE OF GROSS PROFIT:

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage *to* which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.

STANDARD TURNOVER :

The Turnover **during that period** in twelve months immediately before the date of damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.

5.2.7. ANNUAL TURNOVER:

The Turnover during the twelve months immediately before the date of damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances either before or after the incident or which would have affected the Business had the incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the damage.

5.2.8. SHORTAGE IN TURNOVER:

The amount by which the Turnover during the indemnity period shall in consequence of the damage fall short of the Standard Turnover which relates to that period.

5.2.9 TIME EXCESS FOR BUSINESS INTERRUPTION LOSS

In any one occurrence of loss or damage, the Insurer shall not be liable for the amount obtained by multiplying the average daily value of Gross Profit sustained during the indemnity period by the number of days agreed upon as the time excess subject to Departmental clause.

5.3. EXTENSIONS APPLICABLE TO THIS SECTION:

5.3.1. PROFESSIONALFEES:

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the conditions of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Policy and reporting that such particulars or details are in accordance with the Insider's books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the liability of the Insurer as stated in the Schedule.

Limit of indemnity: INR 5 Crores EEL

5.3.2. PREVENTION OF ACCESS:

Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of physical destruction of or damage to property belonging to the Insured or property within a radius of 5 kms from the insured premises (inland only) which prevents or hinders the use of or access to the premises (Excluding Port Blockage);

The total liability under this section is limited to maximum of *4 weeks over and above the policy BI deductible*.

Port blockage to be excluded.

5,3.3. CUSTOMERS, SUPPLIERS AND UTILITIES:

This Section is extended to cover the Insured's loss resulting from 'Damage' as herein defined occurring at the premises of any of the Insured's customers and/or suppliers, including suppliers of electricity, gas, water and steam as well as crude naphtha, CNG or in installations anywhere between Customers / Suppliers/ Utilities premises and the Insured's premises.

Limit of Liability:

(i) Premises of Named Customers and Suppliers for a maximum limit of 20% of Limit of Indemnity (Business Interruption Sum Insured / Loss Limit). Coverage to be Restricted to FLEXA Perils for Overseas Customer / Suppliers, whereas coverage to be Restricted to FLEXA and AOG Perils for Domestic Customer / Suppliers.

(ii) Premises of Un-named Customers and Suppliers Located in India for a maximum Limit of 10% of the Limit of Indemnity (Business Interruption Sum Insured / Loss Limit) and coverage restricted to FLEXA Perils only. No cover for unnamed Suppliers / Customers located overseas

Assets like pipelines, transmission and distribution lines, cables etc extending beyond the suppliers and/or customers and/or utilities premises are excluded from coverage.

Note: First Tier suppliers/customers will be those with whom the insured has entered into a written contract to procure or supply on the date of commencement of the policy or subsequently. Customers' customers or suppliers' suppliers are excluded from the scope of this extension.

Limit of Liability: as per Policy schedule

5.3.4. ACCUMULATED STOCKS:

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods owned by the Insured.

5.3.5. ADDITIONAL INCREASE IN COST OF WORKING:

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this coverage extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Article 5.1.1.(ii) above for the purposes of maintaining the business, it being understood that if any such costs are of a capital asset nature then account shall be taken of the residual value of such capital items so involved existing at the end of the maximum Indemnity Period.

Limit: Rs.5 Crores EEL

5.3.6 AGGRAVATION CLAUSE

It is noted and agreed that the operation of the excluded perils shall not prejudice the right of the Insured to recover under this Policy of Insurance any further loss caused by aggravation of an originally covered loss within the period of Indemnity.

5.4. CONDITIONS APPLICABLE TO THIS SECTION:

5.4.1. ALTERNATIVE PREMISES:

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

5.4.2. PREMIUM ADJUSTMENT:

The premium hereunder is provisional and shall be calculated on the basis as shown in the Schedule of this policy.

At the expiry of this policy the Insured shall declare the Actual Gross Profit Earned during the Policy Period suitably adjusted to reflect the period of indemnity and in the event of this being less than the
Sum insured thereon a return of premium not exceeding 50 per cent of the premium paid for the Policy Period will be made in respect of the differences.

If any damage shall have occurred, giving rise to a claim under this Policy such premium adjustment shall be made in respect only of so much of the said difference as is not due to such damage.

5.4.3 ALTERNATIVE SETTLEMENTS:

It is agreed and declared that at the option of the Insured, the term "Output" may be substituted for the term 'Turnover" and for the purposes of this Section of Policy "Output" shall mean the sale value of goods manufactured by the Insured in the course of the Business at the premises,

Provided that:

i only one such meaning shall be operative in connection with any one occurrence involving damage (as herein defined)

ii. If the meaning set out above be adopted, Condition 5.4.1. shall stand to read as follows:

If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

5.4.4 DEPARTMENTAL CLAUSE:

If the business be conducted in Departments, the independent trading results of, which are ascertainable, the provisions of clauses (i.) and (ii.) of Article 5.1.1 shall apply separately to each department affected by the damage.

5.4.5 DELAYED INDEMNITY PERIOD CLAUSE

In the event of an interruption to the business insured arising out of peril not excluded hereunder which commences and / or recommence at a date later of the loss or damage to the property insured hereunder which gives rise to such business interruption, insurer shall agree to extend the period during which indemnity is provided by this policy.
Provided always the insurers shall not be liable for more than the indemnity limits as stated in the schedule nor Maximum indemnity period as stated in schedule.
Under no circumstance shall insurers be liable for any loss under this policy if such interruption to the business insured commences later than 12 months after the date of the loss or damage to the property insured hereunder and which shall occur after the conclusion of the period commencing on the date of damage and ending not later than the date of conclusion of the maximum indemnity period and 12 months thereafter.

5.4.6. NEW BUSINESS CLAUSE

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms "Rate of Gross Profit", Annual Output/ Turnover and "Standard Output/ Turnover" shall bear the following meanings and not as within stated:

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/ Turnover during the period between the date of the commencement of the business and the date of the damage. ANNUAL OUTPUT/ TURNOVER – The proportional equivalent for a period of twelve months or the Output/ Turnover realized during the period between the commencement of the business and the date of the damage STANDARD OUTPUT/ TURNOVER – The proportional equivalent for a period equal to the indemnity period of the Output /Turnover realised during the period between the commencement of the business and the date of damage.	}	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected, the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

5.4.7 INTERDEPENDENCY

This policy is extended to cover losses arising from business interruption sustained by the insured as a result of an Insured loss having been incurred at another insured location as specified in the schedule.

5.4.8Overhaul/Maintenance/Shut Down

It is hereby declared and understood that during the business interruption period following a insured peril, the insured will be permitted to carry out overhauls and maintenance, provided the activities of overhaul and maintenance does not hamper or adversely affect the process of Repair /reinstatement of damaged property.

If overhaul & maintenance adversely affect the process of repair/reinstatement of damaged property, in that case the business interruption period will be appropriately adjusted.

5.4.9Delay in Repair:

Subject to the terms, provisions, conditions and exclusions contained in the policy, the Insurer shall, within the maximum indemnity period, be liable for a period not exceeding four weeks for any loss of interest insured resulting from a delay in repair or replacement of lost or damaged property insured of foreign make, where such delay results from import or export restrictions, custom regulations, currency restrictions or any other regulations imposed by any government or public authority.

6: EXCLUSIONS APPLICABLE TO SECTION I (a),I(b) & II(VIZ. AR, MI & BI SECTIONS).

UNLESS OTHERWISE EXPRESSLY AGREED, this Insurance does not cover any destruction or damage occasioned by or through or in consequence of, directly or indirectly, any of the following:

i) a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

ii) Confiscation, requisition, sequestration, nationalization or similar act.

iii) Damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

a) Nuclear weapons material;

b) Ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear

iv)Sabotage & Terrorism

Terrorism Exclusion Endorsement NMA 2921

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

v**) Cyber Attack**

Cyber Risk Exclusion Clause – NMA 2915

1 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

I. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to this loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

II. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period to property insured by this Policy directly caused by such listed peril
Listed Perils:
i. Fire
ii. Explosion

2. Electronic Data Processing Media Valuation
Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.
25/01/02
NMA 2915

vi) Electronic Date Recognition Clause

Electronic Date Recognition Clause EDRC (B)

Section 1
This insurance does not cover any loss, damage, cost, and claim or expense whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:
1.the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non- computer equipment, whether the property of the insured or not; or
2.any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not
This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense
However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3
The date change to the year 2000, or any other date change, including leap year calculations, shall not in itself be regarded as an event for the purposes of this insurance.

vii)WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited tothe use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence anygovernment and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

It is further agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

viii) Cyber Loss Limited Exclusion Clause LMA 5410

1 Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

2 Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:
fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions
3 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
4 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
5 Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

ix) Testing & Commissioning Clause
It is hereby noted and agreed that this insurance does not cover destruction or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical, performance testing and any business interruption resulting there from.
Acceptance of property hereon is subject to satisfactory completion of the following procedures:
a) Mechanical completion including testing
b) Testing and commissioning
c) Official acceptance by the insured following formal hand over certificate procedure. (It being understood that no equipment faults or punch list items affecting operation integrity of the plant are outstanding, unless otherwise agreed by Insurers). Testing to 100% of design capacity maintained by each separate unit in a stable and controlled manner for a continuous ongoing period of minimum 72 hours
d) Fire suppression and detection systems are operational.

In the event that compliance with b, c, d will be deferred upon mechanical completion or testing, such alternative procedures which will be adopted prior to the attachment under the policy shall be agreed upon between the Insurer and the Insured on a case to case basis and the attachment of risk under the policy shall be subject to the approval of the Insurer.

Proviso: This exclusion does not apply to on-going maintenance/schedule turnaround. This exclusion also does not apply to revamp work subject, however, to the maximum contract value as declared within the Property in the course of construction Extension of the individual policies.

x) Terrorism Exclusion Clause for Contamination & Explosives
It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of
1. biological or chemical contamination

2. missiles, bombs, grenades, explosives due to any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (1) "Contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

XI) Infectious/communicable disease exclusion clause

1. Notwithstanding any provision, clause or term of this [Insurance Contract] to the contrary, this [Insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro- organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [Insurance Contract]. .

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [Insurance Contract] that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [Insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause,term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [Insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) no change in the law, clause or similar provision; (3) no follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any Insurance, coverage or protection under this [Insurance Contract] that would otherwise be excluded through the exclusion set forth in this Clause.

6. If the [Insurer] alleges that by reason of this Clause any amount is not covered by this [Insurance Contract] the burden of proving the contrary shall rest in the Insured.

XII) Radioactive Exclusion

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

i. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

ii. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

v. any chemical, biological, bio-chemical or electromagnetic weapon.

XIII) Pollution/Contamination Exclusion

This agreement excludes any loss arising from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

1. pollution or contamination which itself results from a perils insured against
2. any peril insured against which itself results from a pollution or contamination

This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

XIV) Political Risks Exclusion Endorsement -

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition

or destruction of or damage to property by order of the government de jure or de facto or by any public authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, tribal rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or

(2) Strike, riot, looting, plundering, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves); or

(3) Any act of terrorism.

For the purpose of this endorsement cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) and/or (3) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

XV) War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

N.M.A. 464

XVI) INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

v. any chemical, biological, bio-chemical, or electromagnetic weapon.

XVII) MICRO ORGANISM EXCLUSION (MAP) CLAUSE

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

- Mould, Mildew, Fungus, mushroom, spores or other micro – organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

i. Any physical loss or damage to the insured property
ii. Any insured peril or cause, whether or not contributing concurrently or in any sequence
iii. Any loss of use, occupancy or functionality
iv. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

7. CONDITIONS APPLICABLE TO SECTION I (a) , I(b) & II(VIZ. AR, MI & BI SECTIONS).

7.1. MISDESCRIPTION:

If there be any material mis-description of any of the property hereby insured or of the trade, process or manufacture carried out by the Insured or any misrepresentation as to the material fact to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy so far as it relates to property affected by any such mis-description, mis-representation or omission.

7.2. ERRORS AND OMISSIONS:

if there is any inadvertent error and/or omission in the name of the Insured and/or in the title or description by location or value of the property Insured hereunder or in the information upon which this insurance or its renewal is based, this shall not void or impair this insurance provided the Insured shall advise the Insurer immediately upon discovery of any such discrepancy and pay any additional premium reasonably required by the Insurer in consequence of the revised information.

7.3. ALTERATIONS:

If there is any alteration after the commencement of this insurance whereby the risk of loss or damage is increased the insurance shall cease to attach in respect of such loss or damage which is directly or indirectly attributable to such increase in risk, unless the Insured, immediately upon becoming aware of such alteration, obtains the agreement of the Insurer by endorsement upon the policy.

7.4. CONTRIBUTION:

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurance's covering the same property, the Insurer shall not be liable to pay or contribute more than their rateable proportion of such loss or damage.

7.5. CLAIMS:

On the happening of any loss, destruction or damage, the Insured shall forthwith give written notice thereof to the Insurer by mail telex or facsimile and shall deliver to the Insurer:

i. a claim in writing for the loss, destruction or damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed, and of the amount of the destruction or damage thereto respectively, having regard to their value at the time of the

loss, destruction or damage, not including profit of any kind, (other than would be indemnifiable under BI Section of this policy) together with particulars of any consequential loss resulting there from;

ii. Particulars of all other insurance's which are or could be applicable to loss, if any.

The Insured shall at their own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin, cause and

circumstances under which the destruction or damage occurred, and any matter affecting the liability or the amount of the liability of the Insurer as may be reasonably required by or on behalf of the Insurer together, if required by the insurer, with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with, and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Insurer forthwith.

iii. The Insured may, within a period of 24 months after the Insurer's rejection of a claim initiate action or proceeding against them for the recovery of any claim provided this is in accordance with the Law of the Republic of India.

7.6. DUE DILIGENCE:

The Insured shall at all times act with due diligence to prevent, or minimize the extent of, any - loss of or damage to the property insured.

7.7. REINSTATEMENT:

The Insurer may at their option reinstate or replace the property damaged or lost or any part thereof, instead of paying the amount of the loss or damage, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Insurer be bound to expend more than the Sum Insured specified in the Schedule.

If the Insurer so elect to reinstate or replace any property, the Insured shall, at his own expense, furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to reinstatement or replacement shall be deemed an election by the Insurer to reinstate or replace.

7.8. PUBLIC AUTHORITIES:

If, in any case, the Insurer shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition .Notwithstanding the foregoing this condition shall not be deemed to exclude cover granted by the Public Authorities Extension herein. In the event the Insured shall elect to receive monetary settlement per BASIS OF INDEMNIFICATION, this general condition shall not be applicable.

7.9. SUBROGATION:

The Insured shall, at the expense of the Insurer, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or surrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

7.10. DEDUCTIBLE:

If the cover in respect of the Property or any specified part of such Property is indicated in the Schedule as being subject to a Deductible, the Insured shall, in respect of each and every occurrence giving rise to a claim, first bear the full amount of such deductible stated in the Schedule and the Insurer's liability, after making all other adjustments to the claim presented by the Insured, shall be reduced accordingly.

In the event of a single indemnifiable loss or occurrence being insured under Section 1A and Section 1B only one deductible shall be applicable whichever is the lower. Also, deductibles are not applicable to clauses, which are offered on 'first loss basis'.

7.11 HIGHEST SINGLE DEDUCTIBLE

In the event of a single claim involving Material damage, Stock and Add-on-covers/Extensions under section AR and MI of the Policy in all locations mentioned in the schedule, the highest single deductible will be applied.

7.12. RECOVERIES:

After expenses incurred in salvage or recovery are deducted, any salvage or recovery, except recovery through subrogation proceedings, shall accrue entirely to the benefit of the Insurer until the sum paid by the Insurer has been recovered, except for any amount assumed by the Insured (other than a deductible) over and above any payment made under this Policy.

Any recovery as a result of subrogation proceedings, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the amount of the deductible bears to the amount of the entire loss.

7.13. NO CONTROL:

This Insurance shall not be affected by failure of the Insured to comply with the provisions of this Policy in any portion of the property over which the Insured has no control.

7.14. BANKRUPTCY:

In the event of bankruptcy or insolvency of the Insured, the Insurers shall not be relieved thereby of the obligations under this policy.

7.15. INTERIM PAYMENTS:

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 15days of agreement to the Loss Adjuster's Report and / or Addendum Report / Clarification issued therein and also subject to reinsurers' approval.

7.16. BRANDS AND TRADEMARKS:

In the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insider's consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

7.17. APPLICABLE LAW:

This Insurance is issued subject to, and shall be governed by, the Law of the Republic of India

7.18. FRAUD:

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall be void and all claim hereunder shall be forfeited.

7.19. ARBITRATION:

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two "arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitrator appointed should be located in Kolkata.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

7.20. CANCELLATION:

This insurance may be terminated at any time at the request of the Insured and may also be terminated at the option of the Insurers on 90 days' written notice to that effect being given to the Insured. In either case the premium due to the Insurer shall be calculated in ratable proportion to the time the policy has remained in force.

7.21. ORDER OF PREFERENCE:

It is noted and agreed that the following order of precedence applies: Hand-written overrides typed, which overrides printed.

7.22. CLAIMS CO-OPERATION CLAUSE:

In the event of any occurrence which might give rise to a claim under this policy the Insured shall notify the Insurer as soon as is reasonably practicable giving an indication as to the nature of circumstances and extent of loss or damage.

The insured shall take all steps within his power to minimize the extent of loss or damage preserve all the effected parts and make them available for inspection by the representative of the company/reinsurer/surveyor deputed by them and furnish with all information available in respect of such loss or losses.

In respect of loss or losses which may give rise to a claim , in excess of Rs 75 crores under this policy, both the Insurer and the reinsurer shall have the right to appoint adjusters assessors, surveyors and lawyers and to control all negotiation , adjustments and settlements in connection with such loss or losses the decision of anyone side of the company and the rein surer on the said appointment or control is invalid unless it achieves the prior written consent or authorization of the other

7.23 CLAIM PREPARATION CLAUSE:

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 ensure expenses incurred for services of any public adjuster.

Limit: Limit of liability under this extension is Rs.5,00,00,000/- Each and every Loss.

Excess: Any Claim under this extension would be subject to an Excess of 2.5% of the Claim Amount of Claim Preparation Cost.

7.24 NOMINATED LOSS ADJUSTER CLAUSE/DEPUTATION OF SURVEYOR

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.

7.25 **SANCTIONS LIMITATION AND EXCLUSION CLAUSE : LMA 3100**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7.26 AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"`It is hereby declared and agreed: -

i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

ii.That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

v.That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always

that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored

Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause

7.27COINSURANCE CLAUSE:

It is hereby declared and agreed that the Insurers named hereunder severally agreed each for the proportion set against its name.
(a) To pay or make good to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and /or
(b) To indemnify the Insured against liability at law for damage to property and /or injuries to persons as provided for under the policy. Provided always that
1. The liability of the Insurers shall in no case exceed in respect of each item of the sum expressed in the said schedule to be insured hereon or in the total sum Insured hereby or such other sum or sums as may be substituted thereof by endorsement.

2. The liability of each of the Insurers individually in respect of such loss or destruction or damage or indemnity shall be limited to the proportion set against its name or such other proportion as may be substituted thereof by endorsement.

It is understood, however, that the Insured shall have the right at all times during the currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this Insurance.
It is also agreed that this Policy is governed by the memorandum of understanding on Coinsurance agreed by General Insurance Business Council.

7.27 On Account Payment of Claims:

All liabilities being accepted and agreement reached as to the Loss adjuster's report, the insurer will make interim payment of the claim amount of up to 80 % of the estimated assessed loss or actual cash value (as defined in the policy) immediately before the loss of the damaged property as approved by the loss adjuster whichever is lower within 15 days of agreement to the Loss Adjuster's Report and/or Addendum report/clarification issued therein and also subject to reinsurers' approval wherever required.

7.28 Additional Insured Clause:

Notwithstanding anything contained herein to the contrary in this policy, it is hereby declared and understood that any individual, firm, corporation, subsidiaries and/or its joint ventures for whom and with whom the Insured may be operating is hereby named as additional Insured in the Schedule when required by contract or as required. It is further understood and agreed that in the Event there is any violation of the terms and conditions of this insurance by one insured, it shall not affect the rights of the other Insureds including interests of mortgagees and notice of assignment in respect thereof. Nothing contained in this endorsement shall be deemed to increase the Sum Insured or increase the Limit of Indemnity stated in the Schedule.

STANDALONE TERRORISM INSURANCE POLICY

Section 1 Material Damage::

1. INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching to and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.
For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

1.1 LOSSES EXCLUDED
This Policy does not insure against:

1.11. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

1.1.2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.

1.1.3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.

1.1.4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

1.1.5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

1.1.6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

1.1.7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.

1.1.8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.

1.1.9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

1.110. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.

1.1.11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.

1.1.12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.

1.1.13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.

1.1.14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.

1.1.15. Loss or increased cost as a result of threat or hoax.

1.1.16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.

1.1.17. Loss or damage caused by mysterious disappearance or unexplained loss.

1.1.18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

1.2 PROPERTY EXCLUDED

Unless otherwise expressly agreed, This Policy does not cover physical loss or physical damage to:

1.2.1 Land or land values.

1.2.2 Power transmission, feeder lines or pipelines not on the Insured's premises.

1.2.3 Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.

1.2.4 Aircraft or any other aerial device, or watercraft.

1.2.5 Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.

1.2.6 Animals, plants and living things of all types.

1.2.7 Property in transit not on the Insured's premises.

1.3 CONDITIONS

1.3.1 JOINT INSUREDS

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

1.3.2. OTHER INSURANCE

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

1.2.3. SITUATION

This Policy insures property located at the addresses stated in the Schedule.

1.2.4. SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

1.2.5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

1.2.6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

1.2.7. DEBRIS REMOVAL

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

1.2.8. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

1.2.9. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

1.2.10. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters' liability for loss under this Policy shall not exceed the smallest of the following amounts:

The Policy limit applicable to the destroyed or damaged property,

The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise

incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

1.2.11. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

1.2.12. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Broker, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

1.2.13. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

1.2.14. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other

interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;

(iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

1.2.15. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

1.2.16. FALSE OR FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims and benefit hereunder shall be forfeited.

1.2.17. MISREPRESENTATION

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

1.2.18. ABANDONMENT

There shall be no abandonment to the Underwriters of any property.

1.2.19. INSPECTION AND AUDIT

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

1.2.20. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

1.2.21. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

1.2.22. CANCELLATION

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.
In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

1.2.23. ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.
The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two (2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

1.2.24. SEVERAL LIABILITY

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

1.2.25. LEGAL ACTION AGAINST UNDERWRITERS

No one may bring a legal action against Underwriters unless:
There has been full compliance by the Insured with all of the terms of this Policy; and
The action is brought within two (2) years after the expiry or cancellation of this Policy.

1.2.26. MATERIAL CHANGES

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

1.2.27. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

1.2.28. LAW

As specified in the Schedule.

1.2.29. JURISDICTION

As specified in the Schedule.

1.2.30. NON-USA LEGAL SERVICE

Any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon (name of the insurer) who have authority to accept service on their behalf.

LMA3030

01/09/2006

1.3 EXTENSIONS APPLICABLE TO ABOVE SECTION

1.3.1 ESCALATION CLAUSE

It is hereby declared and agreed that the insurer shall provide for escalation of total insured value under items of section I of the schedule attached to the policy upto 105% of the original site value at the time of a claim without additional premium. The basis of claim settlement shall be the original site value of effected materials plus increase in cost of replacement, if any, provided that the increase in the value of such materials does not exceed 105% of the original site value. Escalation of cost of materials shall only apply at the time of a claim in regards to reinstating or replacing materials on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction of depreciation.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured upto the sum insured inclusive of 105% increase as per selected escalation and under insurance would apply in the event of the cost of replacement of the effected material exceeding the original value of selected 105% towards escalation.

Limit : Upto 5% of Total Sum Insured (excluding stocks & stock-in-process)

1.3.2 INADVERTENT OMISSION/ OMISION TO INSURE ADDITIONS ALTERATIONS OR EXTENSIONS

The insured having notified the insurer of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the insurers will deem it to be insured within the terms of this policy, upto a limit of INR 100,000,000 EEL and INR 200,000,000 in aggregate Loss provided that such property is declared to insurer immediately upon discovery of omission but not later than 60 days after the policy expiry. No refund of premium would be allowed under this cover.

Limit – Upto Rs. 10 Crs. EEL and Rs 20 Crs in aggregate Loss

1.3.3. DEMOLITION & DEBRIS REMOVAL (EXCLUDING FOREIGN DEBRIS)

It is further agreed that this Policy includes the cost and expenses of clearing debris(excluding foreign debris), including the cost of clean up, 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 hoarding 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 or 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.

It is a 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

Limit: Rs.20.00 Crs.EEL excluding Foreign Debris

1.3.4 PROFESSIONAL FEES/Architects' Surveyors & Consulting Engineers' fees

This policy is extended to cover architects, surveyors, legal and consulting engineers' fees necessarily incurred by the Insured consequent up on loss or damage as insured hereunder, but not for preparing any claim. This extension shall also include reasonable costs incurred by the insured of a like nature.

Limit: 5% of the Claim amount subject to Rs.5.00 Crs. EEL

1.3.5 ADDITIONAL CUSTOM DUTY

It is hereby declared and agreed that the insured shall be indemnified during the currency of this policy, towards the additional Custom Duty amount of INR 5 crores for e.e.l 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.

Limit : Rs. 5.00 Crs. EEL

1.3.6 Third Party Liability (as per T3L wording) ::

In consideration of the payment of the premium set out in Item 5 of the Declarations Underwriters agree subject to the insuring agreements, conditions, exclusions, definitions and declarations contained in this policy, to indemnify the Insured in respect of their operations, for their Ultimate Net Loss by reason of the liability imposed upon the insured by law for monetary damages in respect of:

(a) claims first made against the Insured during the policy period set out in Item 4 of the Declarations; or

(b) claims or circumstances likely to give rise to a claim insured hereunder that are reported in writing to Underwriters within 90 days after the expiry of this policy

provided always that such claims arise out of an Occurrence as defined herein that takes place during the policy period, for Bodily Injury and/or Property Damage resulting solely and directly from an Act or acts of Terrorism as defined herein.

Limit : Rs. 10.00 cr EEL

1.3.7 Expediting Expenses (including Air Freight & Express Freight) ::

In the event of physical loss or damage to the Property Insured, or any part thereof indemnifiable hereunder the cost of any repair, replacement or rectification shall include the additional costs of overtime, weekend and shift working, bonus payments, plant hire charges, express delivery (including air freight), customs dues and the like, incurred in expediting such repair, replacement or rectification, but excluding any such costs incurred solely to expedite the completion of any construction, erection or installation of property, not physically lost or damaged.

The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

Limit : Rs. 5.00 crs EEL

1.3.8 Plans, Documents & Computer Records ::

The Insurers shall indemnify the Insured for extra costs and expenses incurred by the Insured in rewriting or reproducing plans, drawings, computer records, or other contract documents or valuable papers, (but not for the cost of the information contained therein) arising out of physical loss or damage by an insured peril, and occurring at the Situation. The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

Limit : Rs. 5.00 crs EEL

1.3.9 Decontamination & Pollution Clean Up Expenses ::

If insured property is contaminated as a direct result of physical damage by an Insured Event and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Contract covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The Insurers are not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an Insured Event.

Limit : Rs. 5.00 crs EEL

1.4.0 Additional Customs Duty ::

The insured shall be indemnified during the currency of this policy, towards Additional Customs Duty of Rs…….. which may be incurred by the insured over and above, subject to the condition that the customs duty amount have been taken into account in arriving at the sum insured of the affected item.

Limit : Rs. 5.00 crs EEL

1.4.1 Public Authorities Clause ::

This Policy includes, within the Sum Insured, the increased construction cost of damaged or destroyed property (including the additional loss sustained in demolishing any undamaged portion of the buildings, or structures) that may be incurred solely by reason of the necessity to comply with any law or ordinance which regulates the use of, and/or the building materials permitted to be used at, the site where the insured damage occurred. PROVIDED always that such laws or ordinances shall predate the occurrence of the loss or damage and (a) the work of 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 Underwriters not being thereby increased) must be carried out within 36 (thirty six) months of the date of damage or within such further period as the Underwriters may allow, otherwise no payment beyond the amount which would have been payable under

the Policy if this clause had not been incorporated herein shall be made. b) where any property is damaged or destroyed in part only the liability of the Underwriters shall not exceed the sum representing the cost, which the Underwriters could have been called upon to pay for reinstatement if such property had been wholly destroyed.

Limit : Rs. 5.00 crs EEL

1.4.2 Demolition & Increased Cost of Construction ::

This Contract covers the reasonable and necessary costs incurred, described in Item 3 below,
1. to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location, provided:
a. Such law or ordinance is in force on the date of physical loss or damage insured under this Contract; and
b. Its enforcement is a direct result of such physical loss or damage insured under this Contract; and
c. Provided such property is repaired or replaced within two years from date of loss.
2. This Additional Coverage does not cover any loss due to any law or ordinance with which the Insured should have complied before the loss.
3. This Additional Coverage, as respects the property insured in Item 1 above, covers: a. The cost to repair or rebuild the physically damaged portion of such property with materials and in a manner to satisfy such law or ordinance; and
b. The cost:
(i) to demolish the physically undamaged portion of such property insured; and
(ii) to rebuild it with materials and in a manner to satisfy such law or ordinance; to the extent that such costs result when the total demolition of the physically damaged insured property is required to satisfy such law or ordinance.
4. This Additional Coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination including but not limited to the presence of pollution or hazardous material.
5. The Insurers maximum liability for this Additional Coverage is included within the Sum Insured and Insurers liability will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property insured in Item 1 above plus the lesser of:
a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or
b. The cost of rebuilding on the same site

Limit : Rs. 5.00 crs EEL

1.4.3 Fire Fighting Expenses ::

The Insurers agree to pay for fire fighting expenses, necessarily and reasonably incurred by the Insured, to minimize the extent of any physical loss or damage to the Property Insured indemnifiable hereunder, including the cost of materials expended, costs incurred in refilling fire extinguishing appliances and replacing used sprinkler heads, wages of personnel specifically engaged for such tasks, and all fire fighting costs claimed against the Insured by a public authority or public fire brigade. The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

Limit : Rs. 5.00 crs EEL

1.4.4 Accounts Receivable ::

This Contract covers any shortage in the collection of accounts receivable, resulting from insured physical loss or damage to accounts receivable records, including accounts receivable records stored as electronic data, while anywhere within this Contract's Territorial Limits, including while in transit. Insurers will be liable for the interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.
1) In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
2) The Insured agrees to use any suitable property or service: a)
owned or controlled by the Insured; or
b) obtainable from other sources,
in reducing the loss under this Additional Coverage.
3) This Contract covers any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.
4) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, Insurers will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct such records, and not for any costs covered by any other Contract.
5) ACCOUNTS RECEIVABLE Exclusions: The following exclusions are in addition to the EXCLUSIONS clause of this section:
This Additional Coverage does not insure against shortage resulting from: a)
bookkeeping, accounting or billing errors or omissions; or
b) (i) alteration, falsification, manipulation; or (ii)
concealment, destruction or disposal,
of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.
6) All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to Insurers up to the amount of loss paid by Insurers.
All recoveries exceeding the amount paid will belong to the Insured.

Limit : Rs. 5.00 crs EEL

1.4.5 Data, Programs or Software ::

This Contract covers insured Physical Loss or Damage to Electronic Data, Programs or Software, while anywhere within this Contract's TERRITORIAL LIMIT, including while in transit.
1) This Additional Coverage also covers the cost of the reasonable and necessary actions taken for the temporary repair of insured Physical Loss or Damage to Electronic Data, Programs or Software and to expedite the permanent repair or replacement of such damaged property, provided such actions are taken due to actual insured Physical Loss Or Damage To Electronic Data, Programs Or Software.
2) Costs recoverable under this Additional Coverage are excluded from coverage elsewhere in this Contract.
3) This Additional Coverage excludes loss or damage to data, programs or software when they are stock in process, finished goods manufactured by the Insured, raw materials, supplies or other merchandise not manufactured by the Insured.
4) This Additional Coverage does not insure:

a) errors or omissions in processing, or copying; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.
b) loss or damage to data, programs or software from errors or omissions in programming or machine instructions; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.
c) deterioration, inherent vice, vermin or wear and tear; all unless physical damage not excluded by this Contract results, in which event, only that resulting damage is insured.
d) Physical Loss or Damage caused by the malicious introduction of machine code or instruction.
5) References and Application. The following term(s) means:
a) Physical Loss Or Damage To Electronic Data, Programs Or Software:
a. b) The destruction, distortion or corruption of electronic data, programs or software.

Limit : Up to Rs. 5 Crs EEL and in aggregate

1.4.6 Landscaping Clause ::

Where Landscaped gardens, have not been declared as part of the Property values held on file of the insurers, this Contract will cover lawns, Plants, Shrubs or Outdoor trees at an Insured Location damaged or destroyed by an Insured Event, including the expense incurred in replacing with the same. Removing of the debris shall be included within the Debris Removal clause herein.
At the most, Insurers will pay the Limit as stated within the Sub-limit section.

Limit : Up to Rs. 5 Crs EEL and in aggregate

1.4.7 Counter Insurgency Clause ::

Counter-Insurgency shall mean any action by a Military Authority (whether or not the action(s) has the full consent of the government of the country where the loss occurs) taken against the activities of any guerrillas, revolutionaries or person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committing acts of force or violence, committed for political, religious or ideological purposes including the intention to influence any government. Covered losses to the Insured or for which the insured is legally responsible, directly caused by the actions of the
government of a state (or its Military Authority) where the Buildings and Contents and stocks are located, in suppressing, controlling or minimizing the consequences of an act or series of political violence, as insured by this Policy. Underwriters will only provide this cover if such damage is directly caused by the actions of the government of a state (or its Military Authority) where the Buildings and Contents and stocks are located and such damage takes place during the occurrence of an Act or Series of political violence.

Limit : Rs. 5.00 crs EEL

1.4.8 Changes in Values and Automatic Additions ::

Automatic coverage shall apply at no additional premium to any:
(a) increases in insured values at existing insured locations following a revaluation of insured property at such locations and/or due to any construction and/or renovation work at such locations;

(b) additional property and/or interest of the type already insured by this Policy which may be acquired or otherwise become at the risk of the Insured during the Policy Period;
(c) unintentional error in the valuation of the insured property;
PROVIDED always that:
(i) the total increase in insured values during the Policy Period in respect of (a), (b) and (c) above does not exceed 15% of the total declared values at inception; and
(ii) additional property and/or interests stated in (b) above does not relate to any property located within the Restricted Areas where shown in the Risk Details or within countries not covered on the schedule of insured properties declared at inception; and (iii) any increase in value and/or unintentional error in valuation of property located within the Restricted Areas where shown in the Risk Details does not exceed 15% of that individual declared location value; and (iv) any unintentional error in the valuation of the insured property must be reported by the Insured to Underwriters when discovered and corrected; and
(v) any increase in value provided by this clause shall not be in addition to the Incorrect Declaration Penalty clause

Limit : Up to Rs. 5 Crs EEL and in aggregate

1.4.9 Margin Clause ::

It is understood and agreed that this insurance is automatically extended to accept up to a 5% fluctuation in the insurable values declared to Underwriters at inception of this insurance. The fluctuations are to be declared to Underwriters on a quarterly basis and reduced premiums or additional premiums will be applied accordingly. Any increase or decrease in values exceeding 5% of the values declared to Underwriters at inception will attract additional or returned premiums to be agreed by Insurers.

Limit : Up to 5%

1.5.0 Cessation of Work ::

Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that should the work insured or any part thereof be entirely stopped by any cause whatsoever and the Insured give notice thereof, the cover under the Policy shall continue without interruption, provided that the Insured shall take reasonable precautions to protect the Work from physical loss or damage during the period of cessation. The period covered by this Policy shall be prolonged without additional premium for a similar period, up to a maximum period as mentioned in schedule, with any further extension of this period to be agreed by the Insurer/s.

Limit : 60 days

EXCLUSIONS

This policy does not apply to any actual or alleged liability for:-

1. Loss, injury or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

2. Loss, injury or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.

3. Loss by seizure or illegal occupation unless caused directly by an Act of Terrorism.

4. Loss, injury or damage caused by confiscation, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

5. Loss, injury or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment or loss, injury or damage directly or indirectly arising from chemical or biological release or exposure of any kind,

   However, notwithstanding the above and subject to all other terms, conditions and exclusions of this policy, coverage shall be given for damages on account of Bodily Injury and/or Property Damage, and for the costs of cleaning up pollutants or contaminants, arising out of an Occurrence as defined herein in respect of a discharge of pollutants or contaminants immediately, solely and directly caused by an Act of Terrorism, and only where the pollutants or contaminants were present at the location of an Act of Terrorism prior to such act.

6. Loss, injury or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.

7. Loss, injury or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless caused directly by an Act of Terrorism.

8. Loss, injury or damage resulting from delay or loss of markets, failure to supply goods or services, or failure to perform however caused or arising, and despite any preceding loss insured hereunder.

9. Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies, telecommunications or service of any type.

10. Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an Act of Terrorism.

11. Bodily Injury to employees or contract workers of the Assured or arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulations;

12. Bodily Injury or Property Damage arising out of discrimination or humiliation;

13. Loss or damage to property

    (a) owned, leased, rented or occupied by the Insured;

    (b) in the care, custody or control of the Insured;

14. For fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;

15. Mental injury, anguish or shock where no Bodily Injury has occurred to the claimant;

16. For Bodily Injury and/or Property Damage directly or indirectly relating to the actual, alleged or threatened presence of asbestos in any form;

17. For any claims or circumstances disclosed on the Application for this insurance.

Nothing contained in the above exclusions shall extend this policy to cover any liability which would not have been covered had these exclusions not been incorporated herein.

LIMITS

1 LIMITS OF LIABILITY

Underwriters shall only be liable for Ultimate Net Loss, as set out in Item 2 of the Declarations, any one Occurrence and in the aggregate in excess of the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

Regardless of the number of Occurrences or claims made against the Insured or multiple Insureds, Underwriters' total limits of liability shall not exceed the amount of Ultimate Net Loss in the aggregate as set forth in Item 2 of the Declarations. Such limits include Defence Expenses.

2 UNDERLYING AMOUNT/EACH OCCURRENCE RETENTION

Only that part of any payment constituting Ultimate Net Loss shall deplete the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations. Regardless of the number of claims made against the Insured, where the underlying amount is in respect of each Occurrence, the Insured shall always be liable for either the underlying amount or the each Occurrence Retention, whichever is the greater, in respect of each and every Occurrence.

Regardless of the number of claims made against the Insured, where the underlying amount is in the aggregate, the Insured shall always be liable for the remaining underlying amount and/or the each Occurrence Retention.

The each Occurrence Retention shall be subject to no aggregate limitation regardless of the number of Occurrences or claims made against the Insured.

CONDITIONS

This policy is subject to the following conditions:-

1 INSOLVENCY

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured and/or any insurer and/or any Underwriter shall not operate to:-

(a) deplete the underlying amount(s) and/or each Occurrence Retention set out in Item 3 of the Declarations;
(b) increase Underwriter's liability under this policy;
(c) increase any Underwriter's share of liability under this policy.

In no event shall any Underwriter of this policy assume the responsibilities and/or obligations of the Insured and/or any insurer and/or any Underwriter.

2 OTHER INSURANCE

Where the Insured is, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages which would otherwise have been indemnifiable in whole or in part by the Underwriters of this policy, there shall be no contribution or participation by the Underwriters of this policy on the basis of any deficiency, concurrent or double insurance for such damages or that part of such damages for which the Insured is entitled to be indemnified by such other insurance. This condition will apply whether or not the Insured is actually indemnified by such other insurance.

3 NOTICE OF CLAIM

As a condition precedent to coverage under this policy, immediate written notice must be given to Underwriters of any claim or circumstance that, alone or in combination with any other claims or circumstances, may give rise to liability.

For the purpose of this Condition 3 the Insured will notify Underwriters of any claim covered hereunder, or circumstances likely to give rise to a claim that would be covered hereunder, for which the Insured is alleged to be liable without regard to the amount of damages claimed.

4 PROTECTION MAINTENANCE

The Insured warrants that any protections and safeguards provided for the protection of persons and/or property shall be maintained in good order throughout the currency of this policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied without the consent of the Underwriters .

5 PREVENTION OF FURTHER CLAIMS

As soon as the Insured becomes aware of an Occurrence or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same Occurrence or conditions which may give rise to a similar Occurrence.

6 ATTACHMENT OF LIABILITY

Liability to pay under this policy shall not attach unless and until the Insured has, with Underwriters' prior written consent, paid an amount of Ultimate Net Loss which exceeds the underlying amount and/or the each Occurrence Retention set out in Item 3 of the Declarations.

7 DEFENCE

Underwriters shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured but Underwriters shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this policy.

Underwriters will indemnify the Insured for their several shares of any Defence Expenses incurred after exhaustion of the underlying amount or each Occurrence Retention, whichever is the greater, provided the prior written consent of Underwriters is obtained before those Defence Expenses are incurred and subject to Underwriters' limits of liability set out Item 2 of the Declarations.

The Insured shall not admit liability for or settle any claim which may be indemnifiable in whole or in part by this policy without Underwriters written consent.

8 APPEALS

In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this policy, Underwriters may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Underwriters exceed the relevant limits of liability set out in Item 2 of the Declarations plus such cost, expense, costs, disbursements and interest.

9 APPORTIONMENT OF DEFENCE EXPENSES

Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this policy, then the percentage of any Defence Expenses that can be included in the Ultimate Net Loss recoverable hereunder shall be calculated by dividing that part of such payment which is covered by this policy, by the total amount paid by the Insured.

10 LOSS PAYABLE

Any amount for which Underwriters are liable under this policy shall be due and payable solely to the Insured's London agent within 30 days after it is agreed by Underwriters.

11 SUBROGATION

Where an amount is paid by Underwriters under this policy, the Insured's rights of recovery against any other person or entity in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Insured will assist, co-operate and lend its name to the exercise of Underwriters' rights of subrogation. The Insured is hereby authorised to waive any rights of recovery in relation to any other party, provided such waiver is given in writing prior to the relevant Occurrence, subject to prior agreement by Underwriters.

12 APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a payment by Underwriters under this policy, after deduction of all recovery expenses, shall be applied on a "top down" basis such that the last amount paid out in settlement of a loss shall be reimbursed first and all necessary adjustments shall then be made between the Insured and Underwriters, notwithstanding any rule or precedent to the contrary.

13 WAIVER OR CHANGE

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under this policy; nor shall any part of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

14 ASSIGNMENT

Assignment of interest under this policy shall not bind Underwriters unless and until their written agreement thereto is secured.

15 CANCELLATION

Cancellation of this policy may be effected only by Underwriters or their representatives
sending by certified or registered mail, notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the first named Insured at the address shown in Item 1 of the Declarations shall be sufficient proof of notice and the coverage under this policy with respect to all Insureds shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice by Underwriters or Underwriters' representatives shall be equivalent to sending by certified or registered mail.

If this policy shall be cancelled by Underwriters, they shall retain the pro rata proportion of the premium for the period this policy has been in force.

Notice of cancellation by Underwriters shall be issued only in the event of non-payment or short payment of premium.

This policy shall be non-cancellable by the Insured.

16 LAW AND JURISDICTION

As set out in declaration Item 7

17 SERVICE OF SUIT

If and as attached to this policy, solely with respect to any proceeding to compel arbitration as provided in Condition 18 or for the confirmation or enforcement of any arbitration award.

18 ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two, duly verified, shall determine the same.

19 INSPECTION AND INVESTIGATION

Underwriters shall be permitted but not obligated to inspect the Insured's property and operations at any reasonable time. Neither Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are adequate or safe.

In addition to the notice requirements in this policy, on request by Underwriters, the Insured will provide full details of all Occurrences or claims which could deplete the underlying amount, deplete the each Occurrence Retention or ultimately give rise to indemnity under this policy.

The Insured will co-operate fully with Underwriters should Underwriters decide to investigate any such Occurrence or claim. Underwriters may examine and audit the Insured's books and records at any time during normal working hours, as far as they relate to the subject matter of this policy.

20 CROSS LIABILITY

In the event of claims being made by reason of Bodily Injury suffered by any employee of one Insured which does not arise out of the injured employee's employment, for which another Insured is liable, then this policy shall cover the Insured against whom such claim is made in the same manner as if separate policies had been issued to each Insured.

Nothing contained in this Condition 20 shall operate to increase Underwriters' limits of liability set out in Item 2 of the Declarations.

21 ONUS OF PROOF

In any arbitration or other proceeding to enforce a claim for loss under this policy, the burden of proving that the loss is recoverable under this policy and that no limitation or exclusion of this policy applies and the quantum of loss shall fall upon the Insured.

DEFINITIONS

This policy is subject to the following definitions:-

1 TERRORISM

For the purpose of this Insurance, an Act of Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

2 BODILY INJURY

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury,

3 CLAIM

The word "claim", wherever used in this policy, shall mean that part of each written demand received by the Insured for monetary damages covered by this policy, including the service of suit or institution of arbitration proceedings. The term "claim" shall not include a demand for an injunction or any other non-monetary relief.

4 DEFENCE EXPENSES

The words "Defence Expenses", wherever used in this policy, shall mean investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and post judgement interest, paid or incurred by or on behalf of the Insured.

The salaries, expenses or administrative costs of the Insured or its employees or any insurer shall not be included within the meaning of Defence Expenses.

5 PROPERTY DAMAGE

The words "Property Damage", wherever used in this policy, shall mean physical loss of, physical damage to or physical destruction of tangible property of a third party, including loss of use of the tangible property so lost, damaged or destroyed and/or removal of debris from third party property.

6 ULTIMATE NET LOSS

The words "Ultimate Net Loss", wherever used in this policy, shall mean the amount the Insured is obligated to pay, by judgement or settlement, as damages resulting from a claim, including Defence Expenses in respect of such claim arising out of one Occurrence.

7 OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of related Acts of Terrorism for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses directly occasioned by one Act or series of Acts of Terrorism arising out of the same purpose or cause during any period of 72 consecutive hours commencing at the time of the first such act and within a radius of ten (10) miles of the location of the first such Act of Terrorism.

However for the purposes of this policy no period of 72 consecutive hours shall commence prior to the attachment of this policy.

SECTION – II BUSINESS INTERRUPTION EXTENSION

2. INSURING CLAUSE

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the FOLLOWING ADDITIONAL CONDITIONS, EXCLUSIONS AND LIMITATIONS, this Policy is extended to cover loss resulting from necessary Interruption of Business caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to the Property Insured.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary Interruption of Business, but not exceeding the reduction in Gross Earnings, as defined hereafter, less charges and expenses which are not necessary during the Interruption of Business, for a period not to exceed the lesser of:

(a) such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged,

or

(b) eighteen (18) calendar months,

commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

2.1 CONDITIONS

2.1.1 Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to Property Insured under the Policy to which this Extension is attached and which gave rise to Interruption of Business.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

2.1.2. Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the Schedule, of the Interruption of Business values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

2.1.3 Resumption of Operations

If the Insured could reduce the loss resulting from the Interruption of Business,

(a) by complete or partial resumption of operation of the property,

and/or

(b) by making use of Merchandise, Stock (Raw, In Process or Finished), or any other property at the Insured's locations or elsewhere,

and/or

(c) by using or increasing operations elsewhere,

then such possible reduction shall be taken into account in arriving at the amount of loss hereunder.

2.1.4 Expenses to reduce Loss

This Extension also covers such expenses as are necessarily incurred for the purpose of reducing loss under this Extension (except expenses incurred to extinguish a fire), and, in respect of manufacturing risks, such expense, in excess of Normal, as would necessarily be incurred in replacing any Finished Stock used by the Insured to reduce loss under this Extension; but in no event to exceed the amount by which loss under this Extension is thereby reduced. Such expenses shall not be subject to the application of any contribution clause.

2.3 EXCLUSIONS

This Extension does not insure against:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;

2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured Interruption of Business, and then Underwriters shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;

3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;

4. loss of market or any other consequential loss.

2.4. LIMITATIONS

2.4.1 The Underwriters shall not be liable for more than the smaller of either:

(a) any specific Business Interruption Sum Insured stated in the Schedule,

or

(b) the Sum Insured stated in the Schedule, where such includes Business Interruption, if such is a combined limit,

in respect of such loss, regardless of the number of locations suffering an interruption of business as a result of any one occurrence.

2.4.2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, by the perils insured against, the length of time for which the Underwriters shall be liable hereunder shall not exceed:

(a) thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,

(b) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months,

whichever is the greater length of time.

2.5 DEFINITIONS

2.5.1. Gross Earnings are for the assessment of premium and for adjustment in the event of loss defined as,

The sum of:
(a) total net sales value of production or sales of Merchandise,

and
(b) other earnings derived from the operations of the business,

less the cost of
(c) Raw Stock from which production is derived,

(d) supplies consisting of materials consumed directly in the conversion of such Raw Stock into Finished Stock, or in supplying the services sold by the Insured,

(e) Merchandise sold including packaging materials therefor,

(f) materials and supplies consumed directly in supplying the service(s) sold by the Insured,

(g) service(s) purchased from outsiders (not employees of the Insured) for resale which do not continue under contract,

(h) the difference between the cost of production and the nett selling price of Finished Stock which has been sold but not delivered.

No other costs shall be deducted in determining Gross Earnings.

In determining Gross Earnings due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience thereafter had loss not occurred.

2.5.2. Raw Stock

Material in the state in which the Insured receives it for conversion into Finished Stock.

2.5.3. Stock in Process

Raw Stock which has undergone any ageing, seasoning, mechanical or other process of manufacture at the Insured's premises but which has not become Finished Stock.

2.5.4. Finished Stock

Stock manufactured by the Insured which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

2.5.5. Merchandise

Goods kept for sale by the Insured which are not the product of manufacturing operations conducted by the Insured.

2.5.6. Normal

The condition that would have existed had no loss occurred.

14/12/2005

LMA 5039

2.6 EXTENSIONS APPLICABLE TO ABOVE SECTION

2.6.1 DEPARTMENTAL CLAUSE

If the business be conducted in Departments, the independent trading results of which are ascertainable the provisions of provisos i.e. loss of gross profit in respect of i) reduction in turnover ii) increase in cost of Working shall apply separately to each Department affected by the Damage.

2.6.2 INTERDEPENDENCY

This Policy is extended to cover losses arising from business interruption sustained by the Insured as a result of an insured loss having been incurred at another Insured location as specified in the schedule.

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 (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 "Kutcha" 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.

   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.
   i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;

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

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 extents 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.

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.
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 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, 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.

   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 of 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.

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.

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 - Vitiation 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

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 COMPREHENSIVE MEGA OPERATIONAL RISK POLICY & STANDALONE TERRORISM POLICY UNDER PART-A, MARINE OPEN POLICY (TRANSIT POLICY) UNDER PART-B, PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY POLICY (.

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

BID SECURITY / EMD & TENDER FEE, POWER OF ATTORNEY, INTEGRITY PACT, LINE OF CREDIT (IF APPLICABLE) AND ANY OTHER TENDER DOCUMENTS