



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड **Brahmaputra Cracker and Polymer Limited**

(भारतसरकारकाउपक्रम) / (A Government of India Enterprise)
प्रशासनिकभि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
ज़िला: डब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM
पिनकोड- 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निनिदासंख्या / e-TENDER NO:

BCPL/C&P/LE20W016SD/01395

Dated 14.05.2020

ई-निनिदादस्ताेज / e-TENDER DOCUMENT FOR

“INSURANCE COVERAGE FOR BCPL”

a)	COMPREHENSIVE MEGA OPERATIONAL POLICY	UNDER PART-A
b)	STAND ALONE TERRORISM POLICY	
c)	MARINE SALES TURNOVER POLICY	UNDER PART-B
d)	PUBLIC LIABILITY ACT POLICY (STATUTORY COVER)	UNDER PART-C
e)	PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) ERF	
f)	COMMERCIAL GENERAL LIABILITY (NON-STATUTORY COVER).	

OPEN DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	28.05.2020 at 14:30 Hrs
Tender Opening Date & Time	:	29.05.2020 at 15:00 Hrs
Pre Bid Meeting	:	20.05.2020 at 15.00 Hrs



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



e-TENDER NO: BCPL/C&P/LE20W016SD/01395

“INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://eprocure.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the e-TENDER PORTAL (NIC CPP PORTAL) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. However, MSE being registered as Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD. (ii) There is no exemption in submission of SD (Security Deposit).



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6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Whether Late bid can be considered?	No
9	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
10	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
11	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
12	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
13	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
15	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.



TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB] AND
SECTION-II	BID EVALUATION CRITERIA [BEC], EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW] AND TECHNICAL SPECIFICATIONS [TS]
SECTION-VII	HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS
SECTION-VIII	SCHEDULE OF RATES [SOR]

- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 63 to 71 under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with unpriced SOR of section-VII to be uploaded in technical folder and priced offer to be uploaded in Financial folder. (for details may refer instructions for participation in e-tender)



भाग – I (A) SECTION – I (A)

INVITATION FOR BIDS [IFB]



SECTION – I(A)

INVITATION FOR BID[IFB]

To,

Dt.14.05.2020

PROSPECTIVE BIDDERS

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	For a period of 1 year [tentatively from 1st July 2020 to 30th June 2021 as per SCC at Pg./09]
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	NIL
IV	BID DUE DATE & TIME	:	28.05.2020 up to 14:30 Hrs
V	SALE PERIOD OF BID DOCUMENT	:	NOT APPLICABLE
VI	OPENING OF UNPRICED BID	:	29.05.2020 at 15:00 Hrs.
VII	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VIII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
IX	MODE OF TENDERING	:	Open Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gaitenders.in; http://www.bcplonline.co.in; Govt. Website:



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		https://eprocure.gov.in/eprocure/app (NIC-CPP Portal)
X	DATE AND TIME OF PRE- BID CONFERENCE VENUE	20.05.2020 at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, : C&P Department, Administrative Building, PO: Lepetkata, Distt: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or NIC e-portal <http://tenders.gov.in>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal(<https://eprocure.gov.in/eprocure/app>) on or before the due date of bid submission in e-mode.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal(<https://eprocure.gov.in/eprocure/app>)] from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 9.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **20.05.2020 at 1500 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, to discuss Scope of Work, Terms and Conditions of tender document. For



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participation contact Sr. Manager [C&P] (C&P) Phone No. 07896760769; Email ID:
sdutta@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[SAMRAT DUTTA]
Sr. Manager [C&P]
E-mail: sdutta@bcplindia.co.in



भाग - II SECTION-II

BID EVALUATION CRITERIA [BEC]



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1 BEC – Technical: (as a single bidder)

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

1.1.2 The bidder must have executed and completed 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 due date of submission of bid.

OR

The bidder must have executed at least one **Fire Insurance Cover** as **Lead Insurer** in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer / Power Sector for a minimum sum insured of **Rs. 5,388 Crores** in preceding 7 years reckoned from the due date of submission of bid.

1.1.3 The bidder must have executed at least one **Stand Alone Terrorism Policy** as **Lead Insurer** for a minimum sum insured of **Rs. 5565 Crore** in any single location, as Lead Insurer in Oil & Gas Sector / Petrochemical / Chemical & Fertilizer / Power Sector in preceding 7 years reckoned from the due date of submission of bid.

OR

The bidder must have executed at least one **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 of **INR 5,388 Crores** in preceding 7 years reckoned from the due date of submission of bid.

Part B : Marine Sales Turn Over Policy (1.2)

1.2 BEC – Technical: (as a single bidder)

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 at least one single **Transit Insurance Policy or Marine Sales Turn Over Policy** as **Lead Insurer** for a minimum sum insured of **Rs. 1217 Crore** in proceeding 7 years reckoned from the due date of submission of bid.

Part C : Public Liability Act Policy (Statutory Cover) & Commercial General Liability Policy (Non-Statutory Cover) (1.3)

1.3 BEC – Technical: (as a single bidder)

- 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.

Note 1:

Bidder(s) can quote for Part-A (1.1) or Part-B (1.2) or Part-C (1.3) individually or any two parts (A & B / A & C / B & C) or all the parts clubbed together (A, B & C).

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

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

1.4 Relaxed Norms for Startups (prior experience criteria):

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

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

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 specific goods/job domain wherein they are registered for as mentioned above.

Since certificate of DIPP do not specify goods / job domain, startup bidders are required to submit the documents for the same including the application submitted to DIPP during registration of Startup Company.

1.5 BEC- Financial: (as a single bidder)

1.5.1 TURN OVER:

The **Annual turnover** of the bidder must have **minimum value** as shown in the table below in any of the three (03) preceding financial years ending on 31st March'2020. i.e. **FY: 2019-2020, 2018-2019 & 2017-2018.**

Sl. No.	Brief Description	Part-A	Part-B	Part-C
1	Minimum value of Annual Turnover	Rs. 16.44 Cr.	Rs. 0.79 Cr.	Not Applicable

1.5.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement** i.e. **FY: 2019-2020** as shown in the table given below:

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

Note 2:

Bidder(s) can quote for Part-A (1.1) or Part-B (1.2) or Part-C (1.3) individually or any two parts (A & B / A & C / B & C) or all the parts clubbed together (A, B & C). However, if bidders quotes for more than one part(s), the requirement criteria for Annual Turnover shall be on cumulative basis and NET WORTH shall be POSITIVE.

Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.5.1** i.e. **FY: 2019-20, 2018-19 & 2017-18.**

1.5.3 The minimum Solvency Margin should be as under **150% (or 1.5 times)** as per Schedule IIIB of IRDA Guidelines, based on last audited financial statement i.e. **FY 2019-20.**

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 - Part II C, Section 64 VA sub clause 2-B**, such bidder shall also be considered acceptable provided bidder submit the copy of IRDA acceptance to such plan.



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

1.5.4

Relaxed Norms for Startups (financial criteria):

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

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

1.6 Documents/Documentary Evidence required to be submitted by 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:

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	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 agency: (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) TÜV Rheinland (India) Pvt. Ltd. (vii) TÜV SÜD South Asia Pvt. Ltd. (viii) TÜV 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	



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
		(xiv)ABS Industrial Verification (India) Pvt. Ltd. All charges of the Third party for verification and certification shall be borne by the Bidder.	
1.	1.1.1 & 1.2.1 & 1.3.1 (For Part-A & B & 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.
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 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 the stipulation of BEC under reference.
4	1.2.2 (For Part-B)	Experience against Execution of 'Transit Insurance Policy or Marine Sales Turn Over Policy' 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 the stipulation of BEC under reference.
5	1.4 (For Part-A & or B & or C)	Experience against 'Startup' Company	a) Bidder to upload / submit the 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
			b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
6	1.5	Financial Experience Criteria- Document (All documents audited financial statements under 1.5.1, 1.5.2 & 1.5.3 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)	
7	1.5.1 (For Part A & or B)	Annual Turn-over (Not mandatory for start-ups)	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2019-20 or 2018-19 or 2017-18. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 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: 2019-20 i.e., (FY: 2018-19, 2017-18 & 2016-17) and accordingly bidder's turnover shall be considered for FY 2018-19 or 2017-18 or 2016-17.
8	1.5.2 (For Part A & or B)	Net worth (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2019-20. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 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: 2019-20 i.e., FY: 2018-19 and accordingly bidder's net worth shall be considered for FY 2018-19.



ब्रह्मपुत्र क्रैकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

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.	1.5.3 (For Part A & or B)	Solvency Margin (Mandatory for all bidders)	Bidder needs to submit / upload copy(s) of Solvency Margin & Solvency Ratio Statement (as per FORM IRDAI GI-SM as per Schedule III-B of IRDA Guidelines) issued by the Statutory Auditor of the bidder duly certified/authenticated by Chartered Accountant and notary public based on last audited financial statement (i.e. FY 2019-20) complying to BEC clause no. 1.4.3. In case, the Minimum Solvency Margin is less than 150% (or 1.5 times), the copy of financial plan submitted by the bidder to IRDA along with copy of IRDA acceptance to such plan. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2019-20 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: 2019-20 i.e. FY: 2018-2019 along with un-price bid and accordingly bidder's Solvency Margin shall be considered for FY 2018-19.
10	(For Part A & or B)	Format, F-16 (Mandatory for all bidders)	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

- (a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- (b) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**



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

2.0 Methodology for Evaluation of Bids:

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

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".
- 2.2 The evaluation will be done on Part-wise basis (Part-A & Part-B & Part-C separately). Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.
- 2.3 Part-A consists of Comprehensive Mega Operational Policy & Standalone Terrorism Policy, and the evaluation for comparison of bids shall be on overall L1 basis excluding GST. Accordingly, bidder must quote for both Comprehensive Mega Operational Policy & Standalone Terrorism Policy [for 100% coverage as per scope for both the policy] and qualify for the same.
- 2.4 Part-B consists of Marine Sales Turnover Policy and the evaluation for comparison of bids shall be on L1 basis excluding GST.
- 2.5 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 excluding GST. Accordingly, bidder must quote for all the three line items [for 100% coverage as per scope for both the policy] and qualify for the same. GST on Public Liability Act Policy (Statutory Cover)-ERF is not applicable.
- 2.6 If a bidder quotes for any one part or any of the two parts or all the three parts and qualifies for either of a part (i.e Part-A or Part-B or Part-C) or combinations of any two parts (i.e, Part A & B or Part A & C or Part B & C) or all the three parts (Part A & B & C), his bid will be considered for priced bid opening only for the part(s) which the bidder individually qualifies.
- 2.7 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned



above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

- 2.8 [However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]
- 2.9 In case of a tie at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.10 In case, there is a tie at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.11 In case, there is a tie at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest solvency margin in last audited financial year, duly certified by Chartered accountant.
- 2.12 The techno-commercially qualified bidder(s) with the lowest total evaluated amount for each part (i.e Part-A & Part-B & Part-C) shall be the lead insurer/lead insurance company.**

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

SHARING PATTERN (Applicable for Part-A of the tender only):

- (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 three 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:

SI. NO.	RANK	SHARE (%)
01	L-1 (Lead Insurer)	60% (at L1 rate)
02	L-2 (Co-Insurer)	25% (at L1 rate)
03	L-3 (Co-Insurer)	15% (at L1 rate)



- (ii) *In case the L-2 and/or L-3 fail to match with the evaluated L-1 amount then next ranked bidder(s) i.e. L-4, L-5, L-6 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 3 techno-commercially acceptable bidders, the sharing pattern shall be as under in terms of their original inter-se ranking:*
- 2 Bidders : in the ratio of 70:30 (L1:L2 at L1 rate)*
- 1 Bidder : 100% (L1)*
- (iv) *In case of a tie at L1 rank, the Lead insurer shall be decided based on the methodology as defined at 2.9 – 2.11 above and shall be ranked as L-1 bidder and other bidder(s) in the tie shall be ranked as L-2, L-3..... and so on.*
- (v) *Similarly, in case of tie at other ranks i.e. L-2, L-3 and L-4 and so on, the inter-se rank(s) among such bidders will be then reworked and shall be decided based on the methodology as defined at 2.9 – 2.11 above and shall be ranked as L-1 bidder and other bidder(s) in the tie shall be ranked as L-2, L-3..... and so on. Under any circumstances, the maximum number of insurance agencies (lead as well coinsurer) shall be limited to three.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
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भाग - III SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
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 BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS



- 30. CORRECTION OF ERRORS
- 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
- 32. EVALUATION AND COMPARISON OF PRICE BIDS
[PRICE BID EVALUATION METHODOLOGY]
- 33. COMPENSATION FOR EXTENDED STAY
- 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 EVALUATION PROCEDURE
- 43. INCOME TAX & CORPORATE TAX
- 44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT
AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
- 45. DISPUTE RESOLUTION
- 46. BILLING SYSTEM
- 47. TRANSPARENCY
- 48. SALE OF BID DOCUMENTS
- 49. SUBLETTING & ASSIGNMENT
- 50. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF
MAIN CONTRACTOR
- 51. CHECK MEASUREMENT
- 52. PROVISION WRT CARRIGE BY ROAD ACT, 2007.

[G] ANNEXURES:

- 1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
- 2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
- 3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS



SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding 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 Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by 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 GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder 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 GAIL/BCPL or the Ministry of Petroleum and Natural Gas.

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 BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the



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

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to Misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply 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 bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE FOR THIS TENDER

4 ONE BID PER BIDDER:

- 4.1 A bidder shall submit only one 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 bid will cause all the proposals in which the bidder has participated to be disqualified.

- 4.2 More than one bid means bid(s) by bidders(s) having same proprietor / partners / Limited Liability Partners in any other Bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.4 Alternative bids shall not be considered.
- 4.5 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidder are quoting for different items / Sections / Parts / Groups / SOR Items of the same tender which specify evaluation on items / Sections / Parts / Groups / SOR item basis.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING:

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

5.2 TENDER FEE: (NOT APPLICABLE)

6.0 SITE VISIT:

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to



obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with 'ITB: Clause-9':

- Section-I : Invitation for Bid [IFB]& NIT
- Section-II : BID EVALUATION CRITERIA [BEC] EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : HSE
- Section-VIII : SOR

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS:

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tender website/[Government website \(NIC e-portal\)](#)



[<http://gaitenders.in>; <http://www.bcplonline.co.in> / <https://eprocure.gov.in/eprocure/app>] / communicated to prospective bidders by e-mail/ fax.

- 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".

9.0 AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's tender website/[Government website](http://www.gail.co.in) (NIC e-portal) [<http://gaitenders.in>;<http://www.bcplonline.co.in> and <https://eprocure.gov.in/eprocure/app>]



communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by the Bidder and BCPL shall be written in English language alone.

11. DOCUMENTS COMPRISING THE BID:

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

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'.
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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



11.1.2 ENVELOPE-II: Price Bid:

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

12 SCHEDULE OF RATES / 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 except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special Conditions of Contract



("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

13 GST (CGST & SGST/ UTGST or IGST):

- 13.1 Bidders are required to submit copy of the **GST** Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **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 Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an 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 Supplier of Goods / Services (Service Provider) with requisite details.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 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 Supplier of Goods



/ Services (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 applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

13.6 Where the 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 Supplier of Goods / Services (Service Provider) at actuals against submission of 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 applicable **GST (CGST & SGST/UTGST or IGST)**.

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 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 indicated by bidder in the SOR.

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

13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

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 Supplier of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by 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 BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY:

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' as per the format given in **Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).



- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

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

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 a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / 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 original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person 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 un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded.

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 bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Bank Guarantee / Security Deposit
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 **E-PAYMENT:**

BCPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

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

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.



- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS:

- 22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23 LATE BIDS:

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS:

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 FOR e-BIDDING (e-Tendering):

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

24.1.1 FOR MANUAL BIDDING:

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.



- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 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 paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.
- 25 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 **BID OPENING:**

26.1 ***Unpriced Bid Opening:***

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

26.2 ***Priced Bid Opening:***

- 26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.



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 persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 CONTACTING THE EMPLOYER:

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The owner'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';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.



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

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS:

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS:

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER:

34 PURCHASE PREFERENCE:

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT



35 AWARD:

Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT:

36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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 / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT:

37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 **The contract performance security specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender documents towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.



Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet(BDS).

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/www.bcplonline.com)
- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd, such decision of Brahmaputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES



40.1 Following provision has been incorporated in tender for MSEs, 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 Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.
The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSEs owned by SC/ST entrepreneurs shall mean:-

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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



- 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 registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing 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.

41 AHR ITEMS:

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated Items rates, such items will be considered as Abnormally High Rates Items (AHR) and Payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

(I) Rates as per SOR, quoted by the contractor.

(II) Rate of the item, which shall be derived as follows:

Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX:

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

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

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

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 procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement



44. **SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 **DISPUTE RESOLUTION(ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC):**

- 45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.



- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM:

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: Rs. Indenting Dept. Job/Supplyof
.....

(b) Address:

To,

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

47 TRANSPARENCY:

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



48 SALE OF BID DOCUMENTS:

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

49 SUBLETTING & ASSIGNMENT:

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

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

50 DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR:

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

51. CHECK MEASUREMENT:

Measurement shall be recorded as per the methods of measurement spelt out in SOW/Specifications/SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
 - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g. Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - a. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - b. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.



3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
 4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
 5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
 6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
 7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. **PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007:**
- As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific provision in the tender be made which makes it incumbent on the supplier to transport the contracted material /supplies only through registered common carriers.
53. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
54. 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-I



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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer 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”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central



Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. 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.

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

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

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period,



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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- 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 enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department 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 six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month



at a time with a ceiling of 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:
 - 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 of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their



allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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



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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. 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.

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

3.1 **FOR PROJECTS**

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, 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:

Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

- (B) Where Performance rating is "FAIR":

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a 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 need to be initiated by Site C&P:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, 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”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

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

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

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

6.0 **EFFECT OF HOLIDAY:**



- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited



and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying



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

Further, such bidder will be put on **'holiday' for a period of six months** after following the due procedure.



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PERFORMANCE RATING DATA SHEET
(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



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A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, 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

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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



1. General:

This section contains detailed instructions regarding bid submission procedure under BCPL's e-tender under NIC CPP Portal system. Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in BCPL website in tender section:-

- 1) **“Guideline for Bidder enrolment process to Participate in BCPL e-tender through CPP Portal of NIC”.**
- 2) **“Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC.**
- 3) **“Bidder Manual Kit”**

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About e-Tender Portal (Web):

BCPL's e-tender under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://eprocure.gov.in/cppp/> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process:

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:



The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitted the Bids.

3.3 A valid e-mail Id of the Organization/Firm:

Bidder must possess an e-mail ID, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

3.4 User ID and Password for new Bidder(s):

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-tender. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://eprocure.gov.in/eprocure/app> site and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in BCPL website.

3.5 Procedure for change of E-mail ID of the Bidder:

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.



Only Class 3b Digital Signature is acceptable where individual are using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

(II) Why Digital Signature is required?

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

For foreign bidder please refer:-<https://eprocure.gov.in/eprocure/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

4. How to submit On-line Bids/Offers electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps Mentioned in the “**Bidders Manual Kit**” available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offers online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

5. How to search, view and download e-tender?

Explained in **Bidders Manual Kit** which is available in BCPL website.

8.0 Content of Bid:

8.1 Un-Priced Bid:

The Un-priced Bid - “SOR” (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of



Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in BCPL website for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

8.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.



BCPL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

9. e-Tender demo during pre-bid conference:

During the Pre-Bid Conference, BCPL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

10. Submission of documents:

Bidders are requested to upload small sized documents preferably (**up to 25 MB**) at a time to facilitate easy uploading into e-tender portal. BCPL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity:

If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. Help to Contractors:

For special instructions to bidders / contractors Please visit <https://eprocure.gov.in/eprocure/app> → click Help to contractors.

14. FAQ:

For various frequently asked question Please visit <https://eprocure.gov.in/eprocure/app> → click FAQ.

15. e-Brochure:

For e-brochure Please visit <https://eprocure.gov.in/eprocure/app> → click Downloads → click e brochure (details & general).

16. DSC for Foreign Bidders:

For DSC for foreign bidders Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → click DSC for foreign bidders.

17. System Malfunction Procedure:

For system malfunction procedure Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → system malfunction procedure.



18. IT Resources:

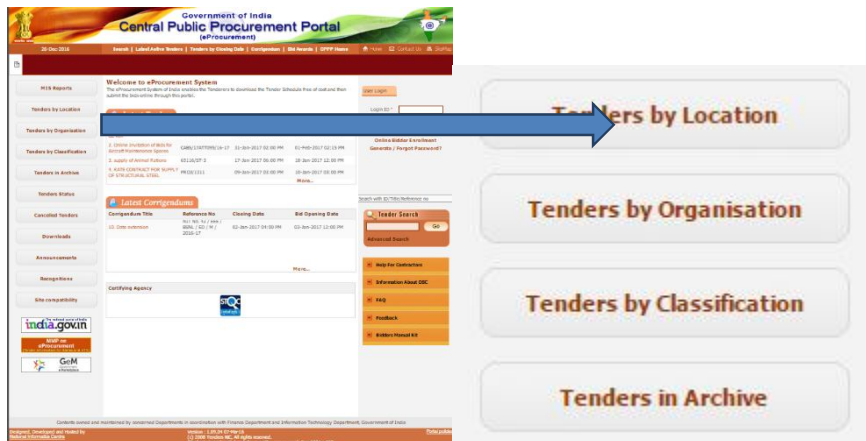
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

20. Search Tender for Guest Users:

For tender search Please visit - <https://eprocure.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.





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21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click downloads --- click resources required	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e-tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

For various queries, manual, FAQs and information may please refer the link <https://eprocure.gov.in/eprocure/app>



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The screenshot shows the Central Public Procurement Portal (eProcurement) interface. It includes a header with the Government of India logo and navigation links. The main content area displays 'Latest Tenders' and 'Latest Corrigendums' with columns for Reference No, Closing Date, and Bid Opening Date. A sidebar on the left contains links for MIS Reports, Tenders by Location, Tenders by Organisation, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, Recognitions, and Site compatibility. A 'User Login' section is also visible.

The screenshot shows the 'Help For Contractors' section of the eProcurement Portal. It includes links for 'Information About DSC', 'FAQ', 'Feedback', and 'Bidders Manual Kit'. A blue arrow points to the 'Feedback' link.

In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

In Information about DSC user will get: **Frequently Asked Questions on Digital Signature Certificate.**

In FAQ user will get various FAQ related to:

- GENERAL Q&A about e-procurement.
- On line enrolment Q&A
- Password related Q&A
- DSC related Q&A
- Tender related Q&A
- Security related Q&A
- Foreign bidder related Q&A
- User account related Q&A

Feedback: **Users to give their feedback to NIC.**

Bidder manual kit: **Bidder will get various manuals for the following:**

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf

e-TENDER NO: BCPL/C&P/LE20W016SD/01395 FOR "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY (NON-STATUTORY COVER) UNDER PART-C" FOR BCPL.



HELP DESK (BCPL)

Phone : 06900182953 (only for e-tender queries)

Mobile : 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cppp-nic@nic.in



BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ e-TENDER NO is : e-TENDER NO.: BCPL/C&P/LE20W016SD/01395				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker And Polymer Limited				
2.1	Name of the Contract: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" data-bbox="453 945 1008 1095"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SAMRAT DUTTA, Sr. Manager (C&P) / Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in				
C. PREPARATION OF BIDS					



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/LE20W016SD/01395
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. SAMRAT DUTTA, Sr. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in Date: 29.05.2020 Time: 15:00 Hrs.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.



33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES				
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								
F. AWARD OF CONTRACT									
ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam								
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table> Applicable: As specified in ITB of tender document.	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES				
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☐ NO</td></tr><tr><td>NO</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO	YES	☐ NO	NO	☐ YES
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
YES	☐ NO								
NO	☐ YES								
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO				
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								



**Clause no. 27.3
of GCC**

Bonus for Early Completion:

APPLICABLE	☐ NO
NOT APPLICABLE	☐ YES



FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY&
STAND ALONE TERRORISM POLICY UNDER PART-A,MARINE SALES TURNOVER**

e-TENDER NO: BCPL/C&P/LE20W016SD/01395 FOR "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & COMMERCIAL GENERAL LIABILITY (NON-STATUTORY COVER) UNDER PART-C" FOR BCPL.



POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID& Details)	
2 (a)	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____
2 (b)	Copy of partnership deed/Memorandum and Articles of Association /Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	[Enclose certificate of Registration]
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
7	Telephone Number [Mobile & Landline]	Mobile- Landline-
8	NAME OF CONTACT PERSON E-mail ID	
9	Website	
10	Fax Number:	
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN Details	[Enclose copy of PAN Card]



ब्रह्मपुत्र क्रैकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

17	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)
18	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) Pl. specify (put tick mark) SC / ST / GENERAL OTHERS _____ The MSE certificate to be attested by chartered accountant & notarized by notary public.
19	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
20	GSTIN	_____ Please submit GST Registration Certificate
21	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
22	START-UP	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ The start-up certificate to be attested by chartered accountant & notarized by notary public.
23	EPF Registration no.	_____
24	ESI code no.	_____
25	Compliance to one bid per bidder as per ITB.	_____
26	Quoted for	Part A _____ (Yes / No) Part B _____ (Yes / No) Part C _____ (Yes / No)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "_____" including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. EMD / Bid Bond
7. Power of Attorney
8. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be stamped in accordance with the Stamp Act)
(NOT APPLICABLE)

LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / '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 POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

We also confirm that we 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, we also confirm 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 us.

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



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A,MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

(NOT APPLICABLE)



AGREED TERMS & CONDITIONS

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC



**LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER)
UNDER PART-C” FOR BCPL**

e-TENDER NO.:- BCPL/C&P/LE20W016SD/01395



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

Sl. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	NOT APPLICABLE
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	NOT APPLICABLE
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	NOT APPLICABLE
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm acceptance to anti-profiteering clause under GST.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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 concerned executive in BCPL issued the tender, by filling up the Format)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding 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 :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A,MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C" FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

Sl. No	Descripti on of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & nos. of	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment of Services	Scheduled Completion Time (Mon ths)	Date of Actual Complet ion	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:



CHECK LIST

Bidders are requested to duly fill in the checklist. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any) as a token of acceptance to tender terms & clause.		
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	Signed and stamped original copy of bidding document along with drawings and addendum (if any).		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi.	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii.	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	NOT APPLICABLE	NA	
A	DD	NOT APPLICABLE		
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Registered Indian Insurer as Non-Life Insurer (As Stipulated in BEC 1.1.1&1.2.1&1.3.1(For Part-A & B & C))</i>	<i>Refer Section-II of tender document.</i>	YES	NO
4	<i>Experience against Execution of 'Mega Operational Policy or Fire Insurance Cover' as Lead Insurer (As Stipulated in BEC 1.1.2(For Part-A))</i>	<i>Refer Section-II of tender document.</i>	YES	NO
5	<i>Experience against Execution of 'Stand Alone Terrorism Policy or Fire Insurance/ Comprehensive Mega Operational Cover with add on' for Terrorism Cover as Lead Insurer. (As Stipulated in BEC 1.2.2(For Part-B))</i>	<i>Refer Section-II of tender document.</i>	YES	NO
6	<i>Experience against Execution of 'Transit Insurance Policy or Marine Sales Turn Over Policy' as Lead Insurer. (As Stipulated in BEC 1.1.3(For Part-A))</i>	<i>Refer Section-II of tender document.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by as per section II of tender document	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by as per section II of tender document	YES	NO
7	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
8	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.	YES	NO
9	SOR (BLANK without price) MENTIONING WORD "NOT TO QUOTE HERE	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.	YES	NO



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

	[TO QUOTE IN FINANCE FOLDER OF E-PORTAL]" IN EACH ITEM RATE COLUMN.			
10	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

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

Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped alongwith the "Un-priced bid (Part-I)".
Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.



THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	 _____ _____ _____ _____ _____ _____
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	



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

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



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		ii.	Brief Details/Name (Nature) of Supply		
		iii.	Contract/Order Value		
		iv.	Period of Contract/ Order		
		v.	Actual Date of Completion/Execution		
		vi.	Executed value		
		vii.	Executed Qty, etc		



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

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

NB:

- Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2019-20 or 2018-19 or 2017-18** meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only** [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		DOCUMENT DETAILS SUBMITTED FOR THE BELOW FINANCIAL YEAR:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2019-20 or 2018-19 or 2017-18 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2019-2020 FY: 2018-2019 FY: 2017-2018	Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2019-2020. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



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

(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 RFQ/E-TENDER NO. dated for (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender 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. _____ (Total Working Capital Amount) to meet the inadequacy in Working Capital.

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



FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

D. SOLVENCY MARGIN* AS PER LAST AUDITED FINANCIAL STATEMENT :

Year	Solvency Margin (%)

***Refer Instructions**

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

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.



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3. For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”
4. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A,MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

e-TENDER NO.: BCPL/C&P/LE20W016SD/01395

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	BEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

I/We hereby authorize Brahmaputra Cracker and Polymer Limited 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 Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



भाग - IV SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

I/we have read the following Conditions of Contract which is available in the BCPL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the Documents in BCPL website in entirety and unconditionally.

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V
SPECIAL CONDITIONS OF CONTRACT
[SCC] & SCOPE OF WORK [SOW]



SPECIAL CONDITIONS OF CONTRACT

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 2020 to 30th June 2021.

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 SALES TURNOVER POLICY

1.0 TIME PERIOD OF POLICY COVER:

- For a period of 1 year from 1st July 2020 to 30th June 2021.

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 (NON-STATUTORY
COVER).

1.0 TIME PERIOD OF POLICY COVER:

- For a period of 1 year from 1st July 2020 to 30th June 2021.

2.0 Premium Payment Terms:

Premium 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

1.0 PERIOD OF INSURANCE: 01/07/2020 (00.01 hrs.) to 30/06/2021 (Midnight 24:00 hrs.)

2.0 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.

3.0 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 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. 85,208,016,130/-

Pipeline Sum Insured outside – Rs. 694,397,776/- (excluding Naphtha, Effluent, water)

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. 7,039,748,803/-

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 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 Lakwa

Sum Insured – Rs. 6,529,646,762/-

Pipeline Sum Insured outside – Rs. 229,255,478/- (excluding Naphtha, Effluent, water)

TOTAL PROPERTY DAMAGE (PD) SUM INSURED UNDER SECTION 1A – Rs. 98,777,411,695/-
(outside pipelines mean gas/water/naphtha pipelines)

Section IB - (Machinery Insurance)

A) Location – I (Main Plant at Lepetkata, Dibrugarh, Assam): Rs. 74,015,905,567/-

B) Location – II (Plant at Duliajan, Dibrugarh, Assam): Rs. 6,706,521,719/-

C) Location – III (Plant at Lakwa, Dibrugarh, Assam): Rs. 5,305,135,078/-

Section II: Business Interruption Section: : Rs. 9,000,000,000/-

(Declared Annual Gross Profit – INR 600.00 Crs.)

- Fire Loss of Profit (FLOP) : For an Indemnity Period of 18 Months (FLOP)

- Machinery Loss of Profit (MLOP) : For an Indemnity Period of 18 Months (MLOP)

Total Sum Insured (PD+BI) : Rs. 107,777,411,695/-
(Rs. 98,777,411,695 + Rs. 9,000,000,000)

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

5% of the Claim amount Subject to a minimum of Rs. 5.00 Crs

Add – on Covers – For Lepetkata, Duliajan and Lakwa

Add-ons with a limit of Rs. 5 Cr – Rs. 10 lacs (FOR BOTH PD & BI AS applicable)

Fire -fighting & Loss minimization expenses only when PD& BI claim is below deductible- NIL

Other add ons– Rs. 50 lacs (FOR BOTH PD & BI AS applicable)

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	Proposed (2020-21)
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	Catalysts and Consumable whilst in Process	PD	Rs. 100.00 Crs EEL
7	Riot, Strike, Malicious Damage including Civil Commotion	PD	Inbuilt/ Actual
8	Spontaneous Combustion Clause	PD	Rs 25 Crs EEL and in aggregate
9	Reinstatement Value Clause	PD	As explained in clause
10	Waiver of Under Insurance	PD	Up to 15% of PD
11	72 Hours Clause	PD	As explained in clause
12	Expediting expenses	PD	Rs.10.00 Crs. EEL
13	Immediate Repair	PD	Rs. 5.00 Crs. EEL
14	Minor Works	PD	Rs. 5Crs. AOP and in Aggregate. This includes related inland Transit of Consignment up to the limit Rs.5.00 Crs.



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15	Inadvertent omission	PD	Rs. 5.00 Crs. EEL and in Aggregate
16	Architects' Surveyors & Consulting Engineers' fees	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	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 & Demolition including clean up expenses	PD	Rs. 10 Crs. EEL excluding Foreign Debris
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 S.I. to be included
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	PD	Rs. 5 Crs EEL
38	Increased Cost of Construction and Demolition Cost	PD	Rs. 10 Crs EEL
39	Spoilage Material Cover for Machinery & Stock	PD	Rs. 20 Crs each & every loss.
40	Aggravation Clause	PD	Actual
41	Professional Fees	PD	Rs. 5 Crs EEL
42	Prevention of access	PD	Limited to maximum of 4 weeks over & above the BI Deductible
43	Customers / Suppliers and Utilities Extension	PD	Premises of Named Customers & Suppliers for a maximum of 20% of BI Sum Insured
44	Accumulated Stock Clause	PD	Clause. Not required to be restricted.
45	AICOW (Additional Increased Cost of Working)	PD	Rs. 5 Crs EEL
46	Premium Adjustment Clause	PD	As per Clause wordings.



47	Alternative basis Clause	PD	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 (List of adjusters will be provided to the L1 bidder).	PD+BI	As per list given in the clause.
57	Interdependency Clause	BI	As explained in clause
59	Involuntary Betterment	PD	Up to Rs. 5 Crs for eel.

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 KV (Construction Power)	BCPL	0.20	0.043	BCPL
2	Distribution line outside the premises in Lepetkata – 6.6 KV O/H line (Construction Power)	BCPL	1.00	0.217	BCPL
3	Distribution line inside premises in Lepetkata – 33 KV, Behiating Substation to BCPL Plant	BCPL	0.20	0.022	BCPL
4	Distribution line outside the premises in Lepetkata – 33 KV, Behiating Substation to BCPL Plant, Lepetkata	BCPL	12.00	1.411	BCPL
5	Distribution line outside the premises in Lepetkata – SS – 01 to CISF Township – 33 KV Line	BCPL	2.50	0.955	BCPL
6	Distribution line outside the premises in Lepetkata – 33 KV Line of Raw water intake facility	BCPL	8.50	3.255	BCPL
7	Distribution line outside the premises in Lepetkata – 33 KV line to Railway siding	BCPL	4.11	1.204	BCPL



8	Transmission line inside the premises in Lepetkata – 132 KV Transmission line.	BCPL	0.15	0.141	BCPL
9	Transmission line outside the premises in Lepetkata – 132 KV Transmission line	BCPL	7.96	7.401	BCPL
10	Distribution line inside the premises in Duliajan – 33 KV	BCPL	0.20	0.022	BCPL
11	Distribution line outside the premises in Duliajan – 33 KV	BCPL	3.30	0.412	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
Naphtha pipe line	5.27 km
Raw water pipeline	6.2 Km
Effluent treated water pipeline	17.5 km

Claim History:

01. Damage to Gear Box of LLDPE Extruder on 06/11/2018. Settled amount of claim is ₹ 46,524,863/- .



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:	01/07/2020 to 30/06/2021
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. 102,309,733,513/-
Sum Insured for Business Interruption (BI):	Rs. 9,000,000,000/-
Combined Total Sum Insured (MD+BI):	Rs. 111,309, 733,513/-
Limit of Liability to be Covered under MD & BI:	Rs 2000 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,	MD - Rs. 85,208,016,130/-



		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	
2.	Lakwa, Sibsagar, 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	MD - Rs. 6,529,646,762/-
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. 7,039,748,803/-
4	Lepetkata, Dibrugarh, Assam	Admin Building and all associated facilities including but not limited to Canteen etc. at Lepetkata, CISF Township and Quarter incld. Boundary wall, Road, culverts, etc at Lepetkata, BCPL Township: BCPL B Type Quarter including guest house, Bachelor Quarter/Hostel, Hospital & BCPL Township, incld. Boundary wall,	MD – Rs. 2,662,468,519/-



		culverts, roads, etc at Lepetkata, Contents- (FFF, Office Equipments, EDP and Electrical at Lepetkata	
5	Lakwa, Sibsagar, Assam	Township, Admin. Building: Admin Building and all associated facilities incld. Boundary wall, Road, culverts , etc, Contents- (FFF, Office Equipments, EDP and Electrical Equipments/Installation) at Lakwa, Sibsagar, Assam	MD – Rs. 788,840,716/-
6	Duliajan, Dibrugarh, Assam	Contents- (FFF, Office Equipments, EDP and Electrical Equipments/Installation) at Duliajan, Assam	MD – Rs. 25,708,367/-
7	Guwahati, Kamrup, Assam	Contents- (FFF, Office Equipments, EDP and Electrical Equipments/Installation) at Guwahati, Kamrup, Assam	MD – Rs. 3,613,071/-
8	Noida, Uttar Pradesh	Contents- (FFF, Office Equipments, EDP and Electrical Equipments/Installation) at Noida, Uttar Pradesh	MD – Rs. 51,691,145/-
	Total Sum Insured		MD – Rs. 102,309,733,513/-

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. 9,000,000,000/-

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

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 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 Gas Dehydration unit at Duliajan, Gas Sweetening Unit, C2+ Recovery Unit, Combined Cycle Power Plant and other associated Utilities and Offsites at Lepekata, Admin. Building: Admin Building and all associated facilities including Canteen etc. at Lepetkata, CISF Township and Quarter incld. Boundary wall, Road, culverts, etc. at Lepetkata, BCPL Township: BCPL B Type Quarter including guest house, Bachelor Quarter/Hostel & BCPL Township, incld. Boundary wall, culvers, roads, etc, at Lepetkata, Lakwa & Duliajan, Contents at Lepetkata, Lakwa, Duliajan, Guwahati & Noida office, Railway Siding, Raw Water intake Well & Associate facilities, Pipeline from Railway siding to Lepetkata Plant for Naptha at Lepetkata.

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:

SI No	Location of Plant	Security agency	Activity
1	BCPL Plant Lepetkata	CISF & Ex-Servicemen (ESM) guards	<u>CISF:</u> 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. <u>ESM Guards:</u> 6. Static duty in the Office buildings.



			7. Guarding of Open Yard Stores.
2.	C2+ Recovery Plant, Lakwa, Sivasagar.	CISF	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

1.0 SHARING PATTERN:

Refer Section – II of the tender document.

2.0 INSURANCE PREMIUM

- The order against the tender would be issued to the Lead Insurer for each item of the SOR.
- 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.
- Lead Insurance Company shall provide premium bills immediately in form of Invoice complying GST Laws.
- Lead Insurer would settle the Insurance Premium with the co-insurers in case of sharing as per the discretion of BCPL. Lead Insurer would settle the Insurance Premium with the co-insurers in case of sharing as per the discretion of BCPL. Lead Insurer will confirm BCPL of premium sharing with co insurers with documentary evidence.
- 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.

3.0 RESPONSIBILITY OF LEAD INSURER(S)

The following terms and conditions shall have the meaning hereby assigned to them except where the context otherwise requires.

- The competitive bidding is being undertaken amongst various insurance companies. BCPL reserves 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.

4.0 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 the IRDAI. The reinsurers must carry a minimum rating of A- (for GIC) and A+ (for foreign reinsurers) by AM Best or S&P or any other equivalent international rating agency as lead re-insurer with minimum 12.5% capacity. The Minimum rating acceptable for follow placement is not less than A 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 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.

5.0 POLICY WORDING ALONG WITH DETAILED WORDINGS OF VARIOUS ADD-ON COVERS CLAUSES ETC. AND SERVICE LEVEL AGREEMENT OF THE ABOVE SCOPE OF WORK ::

- I. The insuring clause of the policies 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 2020-21

Tender No : -----

With reference to your tender No. -----inviting quotation for Mega Insurance Cover for BCPL for FY 2020-21, we hereby confirm that our bid is inclusive of 100% capacity of the Risk as per the insurance/reinsurance arrangement as follows ::

1) Self -Retention of the bidder - %

2) Lead Reinsurance Capacity - %

3) 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 2020-21

Tender No : -----

With reference to your tender No. -----inviting quotation for **STANDALONE
TERRORISM** for BCPL for FY 2020-21, we hereby confirm that our bid is inclusive of 100%
capacity of the Risk as per the insurance/reinsurance arrangement as follows ::

- | | |
|------------------------------------|------|
| 1) Self -Retention of the bidder - | % |
| 2) Lead Reinsurance Capacity - | % |
| 3) 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 2020-21

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 01.07.2020 to 30.06.2021 with lead capacity of ----- %.

We will provide re-insurance support to M/s(Name of the Bidder) for the
period from 01.07.2020 to 30.06.2021 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 2020-21.

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 01.07.2020 to 30.06.2021 with lead capacity of ----- %.

We will provide re-insurance support to M/s(Name of the Bidder) for the period from 01.07.2020 to 30.06.2021 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 2020-21

Tender No : -----

With reference to your tender No. ----- inviting quotation for Insurance Cover for BCPL for FY 2020-21, 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

MARINESALES TURN OVER POLICY

Annexure - A

Marine Sales Turnover Policy

Client Name:	Brahmaputra Cracker & Polymer Ltd.
Mailing Address:	Lepetkata, P. S. Barbaruah, Dibrugarh, Assam 786 001
Policy Period:	01/07/2020 to 30/06/2021
Policy Type:	Sales turnover (Excluding Ex-Factory Sales.) Covering but not limited to the following: Inland sales, Export Sales, Inland Purchase including capital items – new/old, Import of raw material, semi-finished Goods, finished goods, stores & spares, stock transfer to branches, To and fro transit from the Assured's premises to the job worker's premises, Return shipment/transit for new and damage consignment, To and fro transit from Assured's premises to the repairing workshop for machinery items within India and abroad, any other items related to Assured's trade, Customs duty and any other duties leviable on the product of the Insured.
Subject Matter:	Inland Sales - All finished and semi finished goods including but not limited to LLDPE, HDPE, PP in granule and powder form and any other material related to insured's trade forming part of BCPL Turnover Export Sales - All finished and semi finished goods including but not limited to LLDPE, HDPE, PP in granule, powder form and any other material related to insured's trade forming part of BCPL Turnover 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. Stock Transfer – All Raw materials, finished and semi-finished products and similar products 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 second hand machine and its related components including Over dimensional cargo.



All new capital items to be covered on all risk basis.

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

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

Packing Details:

Inland Sales – Container, Bags, Pallets, Boxes, Cartons, Drums, Cases, Crates, Bulk cargo and any other mode of packing suitable for transportation of cargo related to Insured's trade

Export Sales – Same as above

Inland Purchase – Same as above

Stock Transfer – Same as above

Import Purchase – Same as above

Machinery /capital goods going for repairing and repaired machinery coming to plant – Cases, Crates, Boxes, Container, and any other mode of packing for transportation of the goods.

Transit Details:

Inland Sales – From AW in India to AW in India

Export Sales - From AW in India to AW in the World

Inland Purchase – From AW in India to AW in India

Stock Transfer – 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 and Sales return of Sound goods: From Anywhere in India to Anywhere in India and from Anywhere in India to Anywhere in the World and from Anywhere in the world to Anywhere in India and from Anywhere in India to Anywhere in India

Returned shipment of damaged goods: From accident spot to the Assured's factory i.e.

(i) Anywhere in India to Assured's Premises

(ii) Anywhere in the world to Assured's premises in India

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

FOB Extension: The inland transit policy is extended to cover the interest until the goods are placed on board the ocean going vessel or lash barges or until expiry of 28 days after arrival of goods at the place of storage at the port town and/or docks awaiting shipment, whichever shall first occur



Shut out cover

The policy covers shut out cargo whilst on board craft, raft or lighter until loaded on oceangoing vessel but not exceeding 48 hours or return to loading point and discharge. The policy covers subsequent return transit to shipper's warehouse involving Rail or Road transit under All Risk and SRCC terms.

High sea sale/Purchase: The policy covers high sea sale and purchase subject to Incoterms 2020

Conveyance/Mode of transit: **Inland Sales** - Road, Rail, Air, courier, Registered post parcel Inland vessel, Barges and any other mode of conveyances suitable for carriage of the goods
Export Sales – Sea, Road, Rail, Air, courier, Registered post parcel and any other mode of conveyances suitable for carriage of the goods
Inland Purchase – Same as above
Stock Transfer – Same as above
Import Purchase – Same as above
Machinery going for repairing and repaired machinery coming to plant – Same as above
Tote bins/Containers Transit – Rail, Road

Coverage

The Policy covers All Risks and War/SRCC, SRCC. The policy is extended to cover FOB transit with Seller's contingency, 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 days) ,60 days (30+30) 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.

The duration of cover under Inland transit (Rail or Road) Clause A (All Risk) should be extended for a further period of 14 days (7+7) 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 Client 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 only where physical inspection of the goods cannot be done by the surveyors nominated by the underwriters. However, the cover for all risks (ITC A) should be granted, if satisfactory report is submitted by the Surveyors on condition of the goods.

Return transit

The policy covers sales return of sound goods with original packing as also damage goods from Anywhere in the world to Anywhere in India and from Anywhere in India to Anywhere in India subject to All Risk terms (ITC-A) for sound goods and ICC-B/ITC-B including loading and unloading, Malicious damage, Impact damage, TPND, Flood, Storm, Earthquake and War/SRCC, SRCC terms for damage goods.



The policy also covers purchase return of sound and damage 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 for sound goods and under ICC (B)/ITC(B), Malicious damage, Impact damage, TPND, Flood, Storm, Earthquake and War/SRCC, SRCC terms for damage goods.

Consignment dispatched under Road Challan

If the Consignment is dispatched under road challans issued by the carriers and or by the Private Carriers, the liability under the policy shall be limited to 90% of assessed amount of loss except for Non-Delivery & Hijacking losses.

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.

TPND Claims

For TPND claims up to INR 5 lacs if any, shall be admitted on the basis of Shortage certificate issued by the carriers and submission of GD/FIR lodged to the Police station will not be a mandatory requirement of the Assured. In case of claim for non-delivery of entire consignment, the claim should be settled on the basis of no delivery certificate issued by the carriers

Delay Intimation

Up to 30 Days with Non-Standard of 75%

Recovery Right

90% Of Assessed Claim Amount It is agreed that claims will be settled on 90% of assessed loss where in the Insured is unable to protect recovery rights against the carrier (Air, Sea, land, Rail, Courier).

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
- ✓ Sanction limitation and Exclusion Clause
- ✓ Limitation of liability (Inland Transit) Clause
- ✓ Institute Classification Clause 354 dated 01/012001
- ✓ FOB Clause
- ✓ Shut out Cargo Clause
- ✓ Institute Replacement Clause-01/01/1934
- ✓ Secondhand (Machinery) Replacement Clause
- ✓ Duty Insurance Clause
- ✓ Customs Clause
- ✓ Seller' Interest Clause
- ✓ Buyers' Interest Clause
- ✓ Concealed damage Clause for 30 days
- ✓ Drying Clause
- ✓ Repacking Clause
- ✓ Brand Clause
- ✓ First loss Clause
- ✓ GA in full Clause
- ✓ Returned shipment Clause
- ✓ Seals Clause
- ✓ Clauses Bill of Lading/Railway receipt Clause
- ✓ Adjustment Clause

Additional Condition: Self survey up to claim amount Rs. 100,000

Estimated Annual Sales Turnover for 2020-21: Rs. 2,434 Crs (including 10% incidental charges)

Leg wise Turnover Details 2020-21:

- Inland Sales** – Rs. 2165 Cr
- Export Sales**—Rs. 270 Cr
- Inland Purchase** – Rs. 1500 Cr (Including 100 Cr of Capital Goods & Machinery)
- Stock Transfer** – Rs. 1500 Cr
- Import Purchase** – Rs. 300 Cr (Including 50 crs of Capital Goods & Machinery)
- Machinery going for repairing and repaired machinery coming back to plant** – Rs. 150 Cr
- Import/Customs Duty** – Rs. 40 Cr
- Sales Return** – Rs. 50 Cr
- Purchase Return** – Rs. 50 Cr
- Tote bins/Containers** – Rs. 50 Cr

Per Sending limit:

- Inland Sales** – Rs. 5 Cr for Road Vehicle & Rs. 10 Cr for rake
- Export Sales** – Rs. 10 Cr
- Inland Purchase** – Rs. 5 Cr for Road Vehicle & Rs. 10 Cr for rake
- Stock Transfer** – Rs. 5 Cr for Road Vehicle & Rs. 10 Cr for rake



	Import Purchase – Rs. 25 Cr Machinery going for repairing and repaired machinery coming to plant - Rs. 5 Cr Import/Customs Duty – Actual Tote bins/Containers – Rs. 50 lacs
Per Location Limit:	Inland Sales – Rs. 10 crs for Road Vehicle & Rs. 20 crs for rake Export Sales – Rs. 20 crs Inland Purchase – Rs. 10 crs for Road Vehicle & Rs. 20 crs for rake Stock Transfer – Rs. 10 crs for Road Vehicle & Rs. 20 crs for rake Import Purchase – Rs. 50 Cr Machinery going for repairing and repaired machinery coming to plant - Rs. 10 Cr Import/Customs Duty – As per Actual Tote bins/Containers – Rs. 1 Cr
Basis of valuation:	Inland sales – CIF + 10% Export Sales – CIF/FOB/CFR/DAP + 10% Inland Purchase – CIF + 10% Stock Transfer – Invoice + Freight + 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 Sales Return – CIF + 10% Purchase Return – CIF + 10% Tote bins/Containers – Depreciated Value
Deductible:	Inland Sales - 0.25% of the consignment value per conveyance Export Sale - 0.25% of the consignment value per vessel/ conveyance Inland Purchase – 0.25% of consignment value per conveyance Stock Transfer - 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 Sales Return - 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
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

Claused 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.

Seals 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 clausured delivery notes will be sufficient evidence of the said theft, shortage or non delivery. The 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 clause

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.

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.

Sellers Interest Clause –

1. The policy covers physical loss of or damage to the cargo insured, subject to the terms and conditions as per ICC(A) 1/01/2009 as attached to the policy to protect only the interests of the insured mentioned therein.
2. This insurance is to cover the interest of the Assured as seller of the goods in respect of all those consignments sold on 'free on board' or 'free alongside steamer' or 'cost and freight' or similar terms dispatched on or after the commencement date appearing in the insurance contract.
3. Cover under this policy attaches from the time the consignment is first moved in the warehouse or at the place of storage and terminates when the goods are delivered into the carrying vessel at the port or place of loading. During such transit this insurance is limited to loss or damage to cargo as provided for in the Institute Cargo Clauses (A) and Institute Strike Clauses (Cargo).
4. (A) Thereafter cover re-attaches retrospective to the commencement of the transit, with the addition of the risks of war as per Institute War Clauses (Cargo) if the buyer fails to pay for such lost or damaged goods as a result of, inter alia:
 - (i) The buyer failing or refusing to accept the shipping documents
 - (ii) The buyer failing or refusing to accept the goods where such failure or such refusal arises:
 - (a) From or in connection with any error or omission on the part of the Assured with respect to the contract of sale
 - (b) From the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force at the date of sale contract to obtain due authority to import the goods and/or pay for them as contracted and invoiced.
- (B) This insurance is extended, if required, subject to advice by the Assured as soon as he becomes aware, to cover risk after discharge or arrival pending sale, resale or reshipment (including further transit, if arising) at an additional premium to be agreed.
5. 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. Any assignment other than as stated shall render this policy void
6. Warranted this insurance not to be deemed as double insurance. No claim shall be payable hereunder if either the named insured or the buyer of the insured goods is entitled to indemnify under any other policy covering the same goods, which may be in existence
7. Warranted cargo shipped under deck
8. Warranted that the insured shall not change the terms of the contract of sale relating to goods insured hereunder subsequent to the operation of a peril insured against for the purpose of securing indemnity under the policy



9. Warranted no cover beyond the port of discharge and the duration of cover under Clause 8 and 9 of ICC (A) shall be on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge
10. Warranted that the insured shall safeguard all contractual and other rights against the buyers, carriers and other parties concerned with the transactions and transport of goods covered therein.
11. Underwriters shall be subrogated to the assured's rights against third parties
12. Warranted that this insurance should not divulge to the Buyer or to any other party interested in the goods insured
13. Claims, if any, is payable in Indian Currency only
14. The policy does not cover the risks which could be covered or which are insurable by the Export Credit Guarantee Corporation Ltd.

Drying Clause

It is understood and agreed that, in the event of the quality of goods insured hereunder being affected by wetting while under the protection of insurance as provided in this policy and extra expenses being incurred in respect of drying, such extra expenses shall be reimbursed by insurers.

Subject always to final settlement of claim for cargo and costs not exceeding policy limits.

Brand Clause

The company agrees that the Assured shall have full possession or control of all damaged goods bearing embossed or indented brands or labels or other permanent markings which identify the assured provided such damage is recoverable under the terms and conditions of the policy.

It is agreed that the Assured has the sole right to have the goods destroyed or reconditioned although the Company shall have the benefit of any salvage obtained from such action.

Repacking Clause

The policy extends to include the cost of repacking, relabeling, 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 FOB/CFR/C&F/CIF/DDU/DDP sales) 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 Sales 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.



INFORMATION SECTION:

Claim Details: As per Annexure

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

1. **Policy Period:** Initially the period Insurance coverage shall be of 1(one) year.

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. 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,1991

- 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 : Upto **Rs. 12,500** in each case
- (ii) Death plus medical expense : **Rs. 25,000/-** per person + Medical expense up to **Rs. 12,500/-**
- (iii) PTD & PPD : **Rs. 25,000/-** per person + Medical expense up to **Rs. 12,500/-**



(iv) TPD: Fixed monthly relief not exceeding **Rs. 1000/-** per month for max. 3months subject to hospitalization of victim exceeding 03 days & above 16 years of age.

(v) Property damage : Up to **Rs. 6000/-**

5. Limit of Liability:

Any one Accident (AOA) : **Rs. 5 Crore.**
Any one year (AOY) : **Rs. 15 Crore.**

6. AOA: AOY : **1:3**

7. Business of Insured : Petrochemical Factory –Manufacturing of Ethylene, HDPE, LLDPE, Polypropylene 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. 1402.80 Crore**

10. Estimated Annual Turnover of BCPL(FY-2020-21): **Rs. 2650 Crore**

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

12. Excess : NIL

13. Existing Policy (If any) : Policy No: 41047692
issued by M/s Iffco Tokio General Insurance Company Ltd.

14. Claim Experience under existing Policy is NIL till date



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

1. **Policy Period:** Initially the period of Insurance coverage shall be of 1(one) year.
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.
8. **Paid Up Capital of BCPL** : **Rs. 1402.80 Cr.**
9. **Estimated Annual Turnover of BCPL (FY-2019-20) :** **Rs. 2650 Cr.**
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-designated basis
26. Extended Reporting Period up to 90 days without any
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

12. Excess: 0.5% of AOA Limit



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

Policy No: 41047693 issued by M/s Iffco Tokio 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, with the qualified bidder will be finalized by the intermediary /broker of BCPL.



भाग - VI SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 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).

2.0 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 equipments 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 the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.



- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 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



भाग – VII SECTION-VII

UN-PRICED SCHEDULE OF RATES [SOR] (PRICED SOR TO BE SUBMITTED IN FINANCE FOLDER)



e-TENDER No.: BCPL/C&P/LE20W016SD/01395

SCHEDULE OF RATES[SOR] – UN-PRICED (PART-A)

SECTION – VII

NAME OF WORK: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.

Sl. No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (%age)		Premium Amount (Rs)	
		(A)	(B)		[Excluding GST]	
			In figure	In Words	In figure	In words
1	COMPREHENSIVE MEGA OPERATIONAL POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2020. Quantity is Sum Insured Amount in Lakhs (SUM INSURED IN RS. 1,07,77,74,11,695). Rate to be mentioned in Mille (%) of Sum Insured.	1,07,77,74,11,695	TO BE QUOTED IN FINANCE FOLDER			
2	STAND ALONE TERRORISM POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2020. Quantity is Sum Insured Amount in Lakhs (SUM INSURED IN RS. 11,130,97,33,513). Rate to be mentioned in Mille (%) of Sum Insured	11,130,97,33,513	TO BE QUOTED IN FINANCE FOLDER			
Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure)						
Total Premium amount excluding GST [CGST+SGST or IGST] [in Words]						
Applicable GST [CGST+SGST or IGST] Rate in [%]					_____ %	
GST [CGST+SGST or IGST] Amount (Rs)						
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure)						
Total amount including GST [CGST+SGST or IGST] [in Words]						



Note to above SOR:

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR item needs to be quoted.
3. Rates should be quoted including all taxes **excluding** GST as above. GST is payable on submission of proper GST Invoice.
4. **The rates can be quoted upto five decimals only. In case, the rate quoted by bidder beyond five decimals, the figures beyond five decimals shall be ignored without rounding off.**

<i>Name of authorized person submitting the tender on behalf of the Bidder :</i>	
<i>Designation of authorized person:</i>	
<i>Name of firm / Contractor:</i>	
<i>Address of firm / Contractor:</i>	
<i>Date:</i>	



e-TENDER No.: BCPL/C&P/LE20W016SD/01395

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-B)

SECTION – VII

NAME OF WORK: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY(NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

Sl. No.	Service Descriptions	Sum Insured (Rs)	Premium Rate (%age)		Premium Amount (Rs)	
		(A)	(B)		[Excluding GST]	
			In figure	In Words	In figure	In words
1	SALES TURNOVER POLICY Long Text: Policy is for a Period of 12 Months w.e.f. 01/07/2020. Quantity is Sum Insured Amount in Lakhs (SUM INSURED IN RS. 24,34,00,00,000). Rate to be mentioned in Mille(%) of Sum Insured.	24,34,00,00,000	TO BE QUOTED IN FINANCE FOLDER			
Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure)						
Total Premium amount excluding GST [CGST+SGST or IGST] [in Words]						
Applicable GST [CGST+SGST or IGST] Rate in [%]			_____ %			
GST [CGST+SGST or IGST] Amount (Rs)						
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure)						
Total amount including GST [CGST+SGST or IGST] [in Words]						

Note to above SOR:

- Quoted rates should be as per Scope of Work.
- Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR item needs to be quoted.
- Rates should be quoted including all taxes **excluding** GST as above. GST is payable on submission of proper GST Invoice.
- The rates can be quoted upto five decimals only. In case, the rate quoted by bidder beyond five decimals, the figures beyond five decimals shall be ignored without rounding off.

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



e-TENDER No.: BCPL/C&P/LE20W016SD/01395

SCHEDULE OF RATES [SOR] – UN-PRICED (PART-C)

SECTION – VII

NAME OF WORK: “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL .

Sl. No.	Service Descriptions	U.Q.C.	Quantity	Premium Rate (%age)		Premium Amount (Rs) [Excluding GST]	
				(B)		C=AxB	
				In figure	In Words	In figure	In words
1	PLI POLICY STATUTORY COVER Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OF LIABILITY: AOA (ANY ONE ACCIDENT): RS. 5 CR. AOY (ANY ONE YEAR): RS. 15 CR. DETAIL AS PER SCC & SCOPE OF WORK OF TENDER)]	LMP	1	TO BE QUOTED IN FINANCE FOLDER			
2	PLI POLICY STATUTORY COVER-ERF Long Text: ERF AMOUNT: [PUBLIC LIABILITY INSURANCE ACT POLICY (STATUTORY) UNDER PLI ACT WITH LIMIT OF LIABILITY: AOA (ANY ONE ACCIDENT): RS. 5 CR. AOY (ANY ONE YEAR): RS. 15 CR. DETAIL AS PER SCC & SCOPE OF WORK OF TENDER)]	LMP	1	TO BE QUOTED IN FINANCE FOLDER			
3	PLI IND RISK POLICY NON STATUTORY COVER Long Text: PREMIUM AMOUNT: [PUBLIC LIABILITY INDUSTRIAL RISK POLICY (NON STATUTORY) WITH LIMIT OF LIABILITY: AOA (ANY ONE ACCIDENT): RS. 50 CR. AOY (ANY ONE YEAR): RS. 100 CR. DETAIL AS PER SCC & SCOPE OF WORK OF TENDER)]	LMP	1	TO BE QUOTED IN FINANCE FOLDER			
Total Premium amount exclusive of GST [CGST+SGST or IGST] (In figure)							
Total Premium amount excluding GST [CGST+SGST or IGST] [in Words]							
Applicable GST [CGST+SGST or IGST] Rate in [%]				_____ %			
GST [CGST+SGST or IGST] Amount (Rs)							
Total Premium amount inclusive of GST [CGST+SGST or IGST] (In figure)							
Total amount including GST [CGST+SGST or IGST] [in Words]							

e-TENDER NO: BCPL/C&P/LE20W016SD/01395 FOR “INSURANCE COVERAGE FOR COMPREHENSIVE MEGA OPERATIONAL POLICY& STAND ALONE TERRORISM POLICY UNDER PART-A, MARINE SALES TURNOVER POLICY (TRANSIT POLICY) UNDER PART-B AND PUBLIC LIABILITY ACT POLICY (STATUTORY COVER) & PUBIC LIABILITY INDUSTRIAL RISK POLICY (NON-STATUTORY COVER) UNDER PART-C” FOR BCPL.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

Note to above SOR:

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format and all SOR item needs to be quoted.
3. Rates should be quoted including all taxes excluding GST as above. GST is payable on submission of proper GST Invoice.
4. The rates can be quoted upto five decimals only. In case, the rate quoted by bidder beyond five decimals, the figures beyond five decimals shall be ignored without rounding off.
5. GST at Sl. no. 2 is not applicable.

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



SCHEDULE OF RATES
[SOR]
(TO BE SUBMITTED IN e-MODE IN NIC CPP PORTAL)

<https://eprocure.gov.in/eprocure/app>

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 63 to 71 under section III of ITB

e-Tender Helpdesk

BCPL Phone : 6900182953

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NIC

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