



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारतसरकारकाउपक्रम)/(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  
जिला: डब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM  
पिनकोड- 786006 / PIN CODE: 786006  
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

दस्तावेज / TENDER NO:

**BCPL/C&P/LE22W127SD/02453**  
**Dated 03.10.2022**

**दस्तावेज / TENDER DOCUMENT**

**FOR**  
**HIRING OF SERVICES FOR INSURANCE COVERAGE**  
**FOR FIXED ASSETS COVERING STANDARD FIRE &**  
**SPECIAL PERILS, BHARAT GRIHA RAKSHA,**  
**BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC**  
**EQUIPMENT INSURANCE POLICY FOR BCPL.**

**GeM TENDER**  
**(Under Two Bid System Basis)**

|                                        |   |                         |
|----------------------------------------|---|-------------------------|
| Tender Submission & opening Date& Time | : | 18.10.2022              |
| Pre Bid meeting Date & Time            | : | 10.10.2022 at 15:00 Hrs |
| EMD Amount                             | : | NOT APPLICABLE          |

**Contact Person: - SAMRAT DUTTA**  
Administrative Building  
BCPL Project Site, Lepetkata  
Dibrugarh-786006, Assam.  
[sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in)



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## **IMPORTANT INSTRUCTIONS**

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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# SECTION – I

## INVITATION FOR BIDS [IFB]



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**SECTION – I**  
**INVITATION FOR BID [IFB]**

To,

**Dt.03.10.2022**

**PROSPECTIVE BIDDERS**

**SUB: “HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,”**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

**Dear Sir/Madam,**

1.0 Brahmputra 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 from the date as mentioned in the LOA/LOI.                                                                                                                                     |
| II   | Tender Fee                                   | : | NOT APPLICABLE                                                                                                                                                                                        |
| III  | EARNEST MONEY DEPOSIT (EMD)                  | : | NOT APPLICABLE                                                                                                                                                                                        |
| IV   | BID DUE DATE & TIME                          | : | <b>18.10.2022 up to 15:00 Hrs</b>                                                                                                                                                                     |
| V    | OPENING OF UNPRICED BID                      | : | <b>18.10.2022 up to 15:30 Hrs</b>                                                                                                                                                                     |
| VI   | VALIDITY OF OFFER UPTO                       | : | <b>90 DAYS from the date of opening of unpriced bid.</b>                                                                                                                                              |
| VII  | <b>VENUE FOR OPENING OF UNPRICED BIDS</b>    | : | 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. |
| VIII | MODE OF TENDERING                            | : | GeM Portal under two bid system and also to be uploaded on BCPL's website.                                                                                                                            |
| IX   | DATE AND TIME OF PRE- BID CONFERENCE VENUE   | : | <b>10.10.2022 at 15:00 hrs.</b><br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. |



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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. The ITB is an integral and inseparable part of the bidding document.
- 4.0 BLANK.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) from BCPL's website (<http://www.bcplonline.co.in> or GeM) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 **REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)**

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

BCPL is already registered on GeM as Buyer and have started procurement through GeM.

- (i) Service Provider providing Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Letter of Acceptance.
- (ii) Seller ID will also to be incorporated in Letter of Acceptance issued by BCPL.

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



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- 11.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 13.0 Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.

A Pre-Bid conference (PBC) is scheduled on **10.10.2022 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. **For participation contact Sr. Manager (C&P) Phone No. 07896760769; Email ID: [sdutta@bcplindia.co.in](mailto: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](mailto:sdutta@bcplindia.co.in)



# SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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## SECTION-II

### 1. BID EVALUATION CRITERIA [BEC]

#### 1.0 BID EVALUATION CRITERIA (BEC):

##### 1.1 BEC- Technical:

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

1.1.2 The bidder must have executed and completed at least **One Fire and Special Perils Insurance Policy** of sum insured in excess of **Rs. 235 Crores** in any single location, as **Lead Insurer**.

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

Prior experience (i.e. sl. no. 1.1.2 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 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.**

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

#### **Note 1:**

a) Bidder(s) shall be required to submit / upload the documents in respect of above



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experience criteria as per details at sl. no. 1.3 below.

### 1.2 **BEC- Financial: NA**

### 1.3 Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

| Sr. No. | BEC Clause no. | Description                                                                                                                      | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|----------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | 1.1            | Technical Experience Criteria – Document<br>[All documents to be uploaded(submitted) must be <u>self-Certified/attested</u> ]    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.      | 1.1.1          | Registered Insurer as Indian Non-Life Insurer                                                                                    | Bidder needs to submit / upload copy of <b>latest registration certificate / license issued by IRDA</b> (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          | Experience against Execution of <b>One Fire and Special Perils Insurance Policy</b> 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          | Experience against Startup Company<br><br>(However bidder has to qualify BEC clause no. 1.1.1 irrespective of being an start-up) | 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 <b>Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder’s company / firm) <b>and notary public</b> with legible stamp.<br><br>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 |



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| Sr. No. | BEC Clause no. | Description | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested] |
|---------|----------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |             | or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.                                |

**Note to above Bid Evaluation Criteria (point no. 1.0):**

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting 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 upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- iii) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- iv) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

***The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bid.***

**2.0 Methodology for Evaluation of Bids:**

- 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 For the purpose of evaluation of bid and arriving at the L1 bidder for award, **the total value of SOR on overall basis shall be considered including GST as under:**



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- Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered items/services/ works:
  - The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- 2.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any 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.
- [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.]
- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- [Bidder to submit latest Complete Audited Annual Report/ Financial Statements Balance sheets and Profit and Loss Accounts statements including its all Schedules of the last audited financial year along with the Bid.]
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and non-Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.

Clause regarding provision for procurement from a bidder shares a land border with India (for details – refer relevant clause of ITB).

### 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.
- [III] ONLY DOCUMENTS (WORK ORDER, COMPLETION CERTIFICATE, EXECUTION CERTIFICATE ETC.) WHICH HAVE BEEN REFERRED/ SPECIFIED IN THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS.



# **SECTION-III**

## **INSTRUCTION TO BIDDERS [ITB]**

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



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## SECTION-III

### **INSTRUCTION TO BIDDERS**

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#### **[A] GENERAL:**

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

#### **[B] TENDER DOCUMENT:**

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

#### **[C] PREPARATION OF BID:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST)
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE / 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 BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

#### **[E] BID OPENING AND EVALUATION:**

25. EMPLOYER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY



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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 BIDS
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. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
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49. PROVISIONS FOR STARTUPS
50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

### [G] ANNEXURES:

#### Related to BEC:

1. **ANNEXURE-A:** ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)



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**Related to ITB:**

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

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## INSTRUCTIONS TO BIDDERS [ITB]

### [A] – GENERAL

#### **1 SCOPE OF BID:**

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

#### **2 ELIGIBLE BIDDERS:**

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

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.



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

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

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

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

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

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

- 2.7 Power of Attorney:

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

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

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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



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

### 3 **BID FROM "CONSORTIUM"/"JOINT VENTURE" - NOT APPLICABLE**

### 4 **ONE BID PER BIDDER:**

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

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/Partners/Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

4.3 Alternative Bids shall not be considered.

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

### 5 **COST OF BIDDING:**

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

### 6 **SITE VISIT:**

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

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

6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the



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

### **[B] – TENDER DOCUMENT**

#### **7 CONTENTS OF TENDER DOCUMENT:**

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

- Section-I : Invitation for Bid [IFB]\*
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format\*\*
- Section-IV : General Conditions of Contract [GCC] \*\*\*
- Section-V : Special Conditions of Contract [SCC]&Scope of Work
- Section-VI : Specifications and Drawing
- Section-VII : Health, Safety Environment [HSE] Specifications
- Section-VIII : Schedule of Rates

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

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

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

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

#### **8 CLARIFICATION OF TENDER DOCUMENT:**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where



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pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded BCPL's tendering web site / communicated to prospective bidders by e-mail.

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

### 9 AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

## [C] – PREPARATION OF BID

### 10 LANGUAGE OF BID:

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

### 11. DOCUMENTS COMPRISING THE BID:

#### 11.1 IN CASE OF MANUAL TENDERING:

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



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following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*.
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13'
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

### 11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate 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



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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.

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

## 11.2 **IN CASE OF E-TENDERING:**

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

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal. Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced



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bid opening.

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

### 11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal.

- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

## 12 **BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 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 deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.



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- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 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 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

### 13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, 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 Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

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

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST**



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& SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

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

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

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

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

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



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unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

- 13.8 In case BCPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be 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 Service Provider / Supplier.

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

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

### 13.10 Anti-profiteering clause

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

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

- 13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes



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the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

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

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

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion



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Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

### 14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

### 15 **BID VALIDITY:**

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

### 16 **EARNEST MONEY DEPOSIT (EMD):**

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

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

- 16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect



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- should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
    - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/GeM-TENDER No. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding



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the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

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

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

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

### 16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

### 17 PRE-BID MEETING (IF APPLICABLE):

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL e-tendering website against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a 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(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid



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except for unamendable printed literature where entry(s) or amendment(s) has been made shall be initialed by the person or persons signing the Bid.

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

18.3 *In case of e-tendering, digitally signed documents to be uploaded as detailed in link of procedure for e-tendering placed at Annexure-III to Section III.*

### 19 **ZERO DEVIATION AND REJECTION CRITERIA:**

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

### 19.2 **REJECTION CRITERIA:**

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court



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- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

### 20 **E-PAYMENT:**

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

## **[D] – SUBMISSION OF BIDS**

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

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 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/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### 22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BCPL’s website/ communicated to the bidders.



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### 23 LATE BID:

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of BCPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
- In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

### 24 MODIFICATION AND WITHDRAWAL OF BID:

- 24.1 Modification and withdrawal of bids shall be as follows:-
- The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

### [E] BID OPENING AND EVALUATION:

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



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BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

### 26 **BID OPENING**

#### 26.1 **Un priced Bid Opening:**

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

#### 26.2 **Priced Bid Opening:**

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

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the 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 Bidder(s) or any other persons not officially concerned with such process.

### 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.

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 for action in case Corrupt /



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

### 29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

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

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

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose 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 condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.

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

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

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

29.5 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 material deviation, reservation or omission.



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### 30 CORRECTION OF ERRORS:

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/Schedule of Rates (SOR) 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 Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (i) 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
- (ii) 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.

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

### 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:

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

Refer Section-II for tie breaker criteria.

### 33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

### 34 PURCHASE PREFERENCE:



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Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Local Content (PP-LC) bidders / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The policy for providing Purchase Preference (linked with Local content) is enclosed as Annexure C herewith.

### **[F] – AWARD OF CONTRACT**

#### **35 AWARD:**

Subject to “ITB: Clause-29.0”, BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

***“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.***

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

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

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

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



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- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

### 37 **SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.



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- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.
- 38.5 The successful bidder can also submit the SD/CP G through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA/PO no. \_\_\_\_\_ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.



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38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 ~~The Fraud Prevision Policy document is available on BCPL's website ([www.bcplonline.co.in](http://www.bcplonline.co.in)).~~

39.3 ~~Name and contact details of nodal officer refer BDS:~~

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

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

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or 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 (MSE):**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.



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

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

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

In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.

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

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

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

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:

- Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for



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filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

- (ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 30.06.2022. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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

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

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

- 40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

- 40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed



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payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

### 41 AHR ITEMS

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

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

### 42 VENDOR PERFORMANCE EVALUATION:

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

### 43. INCOME TAX & CORPORATE TAX

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

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

43.3 TDS



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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

### 43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL:**

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

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

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

### 44. **DISPUTE RESOLUTION**

#### 1. **PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**

- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

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

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

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e. ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:



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- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
  - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
  - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

### 3. GOVERNING LAW AND JURISDICTION:

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

### 45. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

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

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

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

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

Not Applicable



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47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

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

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

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

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

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

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

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

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

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

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



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amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

51 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

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## **Annexure-A**

**Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:**

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

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

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

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

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

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

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

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



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Note:

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

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

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

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

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

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## Appendix-A1to Annexure-A

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

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

Whereas

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

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

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

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

For and on behalf of  
(Bidder)  
M/s.

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

Witness:

Witness:

1)

1)

2)

2)



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

Appendix-A2 to Annexure-A

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR**

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

FOR

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

TOWARDS

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

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

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

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

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

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

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



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without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

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

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

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

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

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

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

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

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



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of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

## INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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Appendix-A2A to Annexure-A

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

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

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

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

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

1. The said M/s. \_\_\_\_\_ (Supporting  
Company) has approached us and at their request and in consideration of the premises  
we having our office at \_\_\_\_\_ have agreed to give  
such guarantee as hereinafter mentioned.
2. We (name of the bank) \_\_\_\_\_ registered under the  
laws of \_\_\_\_\_ having head/registered office at  
\_\_\_\_\_ (hereinafter referred to as "the Bank", which



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expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.



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8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail :

Telephone/Mobile No. :

### INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### Annexure-B

#### PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation—

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



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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I to Section-II.  
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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**Form-I of Annexure-B**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL."**

**GeM-TENDER No.: BCPL/C&P/LE22W127SD/02453**

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (*Name of Bidder*) is :

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

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

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

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

.....



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**Form-II of Annexure-B**

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL.”**

**GeM-TENDER No.: BCPL/C&P/LE22W127SD/02453**

Dear Sir

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

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

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

We further certify that bidder M/s\_\_\_\_\_ (*Name of Bidder*) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

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



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

## Annexure-C

### POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 **(NOT APPLICABLE)**

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

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

#### 3.0 **DEFINITIONS:-**

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

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

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

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

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

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

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

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



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(vi) **Procuring Entity** means GAIL (India) Limited (GAIL)

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

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

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

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

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

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

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

### 6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

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

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

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

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local



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supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders -** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of



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contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 **Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :**

**(I) Non divisible item**

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII



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L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

### (II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

### (III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%))

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

## 8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier' / 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of



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companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with GAIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, GAIL shall initiate action for banning such manufacturer/supplier/service provider as per as per GAIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date



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of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

### 9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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FORM-1 of Annexure-C

UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE ONLY FOR  
BIDDERS WHO ARE MSE AND CLASS-I LOCAL SUPPLIER)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

| Description                                                       | Preference               |
|-------------------------------------------------------------------|--------------------------|
| Purchase Preference under Public Procurement Policy for MSE       | <input type="checkbox"/> |
| Policy to Provide Purchase Preference (linked with local content) | <input type="checkbox"/> |

Note:

- Please indicate your preference against only one policy.
- The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- The option once exercised cannot be modified subsequently.
- In case MSE bidder is opting the PP-LC policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-2of Annexure-C

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-3 of Annexure-C

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED  
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/  
DOMESTIC VALUE ADDITION  
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:  
TENDER NO:

Dear Sir

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

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

**Note:**

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



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**Annexure-I**

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

**A Definitions:**

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the 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” in this Annexure.

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

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

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

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



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

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

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

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

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

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

#### **B.2 Irregularities noticed after award of Contract**

##### **(i) During execution of Contract:**

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

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

After conclusion of process, the Order(s)/ Contract(s) where it is concluded that such irregularities have been committed, shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.



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

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

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

### **B.2.2 Period of Banning**

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

In exceptional cases where the act of Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

### **C Effect of banning on other ongoing contracts/ tenders**

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

C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

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

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



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

C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

### D. Procedure for Suspension of Bidder

#### D.1 Initiation of Suspension

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

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

#### D.2 Suspension Procedure:

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

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

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

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



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

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

### **D 3 Effect of Suspension of business:**

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/othertendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

### **E. Appeal against the Decision of the Competent Authority:**

- E.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of



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



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## Annexure-II

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

#### 1.0 **GENERAL**

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

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

#### 2.0 **OBJECTIVE**

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

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

#### 3.0 **METHODOLOGY**

##### i) **Preparation of Performance Rating Data Sheet**

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

##### ii) **Measurement of Performance**

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

##### iii) **Initiation of Measures:**



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

### iv) Implementation of Corrective Measures:

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

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

### 4.0 EXCLUSIONS:

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

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

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

### 5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

#### 5.1 FOR PROJECTS

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

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



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|   |           |                   |
|---|-----------|-------------------|
| 4 | VERY GOOD | No further action |
|---|-----------|-------------------|

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

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

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

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

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

(a) First Instance: **Holiday (Red Card) for Two Years**

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Three Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Three (3) Years**.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years**.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Three (3) Years**.



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

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

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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



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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) First Instance: **Holiday (Red Card) for Two Years**
  - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultants shall be **put on watch list for a period of Three (3) Years.**
  - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
  - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years.**



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Three (3) Years**.

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

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

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

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

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

(C) Where Performance rating is “FAIR”

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

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

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

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



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### 7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

### 10. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.



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- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL.

### 11. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

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

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



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**Annexure-1**

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



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### INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

#### **1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

| Delivery Period/<br>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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |



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**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>                                                                                                      | <b>Marks</b> |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|--------------|
| i)        | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time                                    | 4 marks      |
| ii)       | Mobilization of resources as per Contract and in time                                                                           | 4 marks      |
| iii)      | Liquidation of Check-list points                                                                                                | 4 marks      |
| iv)       | Compliance to statutory and HS&E requirements<br>or<br>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>B.</b> | <b>FOR SUPPLIES</b>                                                                                                             | <b>Marks</b> |
| i)        | Submission of order acceptance, CPS/PBG, Drawings and other documents within time                                               | 5 marks      |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period). | 5 marks      |
| iii)      | Response to various correspondence and conformance to standards like ISO                                                        | 5 marks      |
| iv)       | Submission of all required documents including Test Certificates at the time of supply                                          | 5 marks      |



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**Annexure-2**

### Brahmaputra Cracker and Polymer Limited

### PERFORMANCE RATING DATA SHEET [PRDS]

### (FOR O&M)

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

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

Remarks (if any)

### PERFORMANCE RATING (\*\*)

Note:

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

### INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

#### **1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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

#### **1.2 QUALITY PERFORMANCE 40 Marks**

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

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



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**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>                                                                                                      | <b>Marks</b> |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|--------------|
| i)        | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time                                    | 4 marks      |
| ii)       | Mobilization of resources as per Contract and in time                                                                           | 4 marks      |
| iii)      | Liquidation of Check-list points                                                                                                | 4 marks      |
| iv)       | Compliance to statutory and HS&E requirements<br>or<br>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>B.</b> | <b>FOR SUPPLIES</b>                                                                                                             | <b>Marks</b> |
| i)        | Submission of order acceptance, CPS/PBG, Drawings and other documents within time                                               | 5 marks      |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period). | 5 marks      |
| iii)      | Response to various correspondence and conformance to standards like ISO                                                        | 5 marks      |
| iv)       | Submission of all required documents including Test Certificates at the time of supply                                          | 5 marks      |



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**Annexure-IV to Section-III**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |   |    |   |                            |                                                                     |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|----|---|----------------------------|---------------------------------------------------------------------|
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |
| 1.2                        | The Invitation for Bids/ Tender no is : BCPL/C&P/LE22W127SD/02453                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |   |    |   |                            |                                                                     |
| 1.1                        | The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |
| 2.1                        | The name of the Services to be performed is: <u>HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE &amp; SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL.</u>                                                                                                                                                                                                                                                                                                                                                              |     |   |    |   |                            |                                                                     |
| 3                          | BIDS FROM CONSORTIUM/ JOINT VENTURE- <u>NOT APPLICABLE</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |   |    |   |                            |                                                                     |
| B. BIDDING DOCUMENT        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |   |    |   |                            |                                                                     |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |
| 8.1                        | For <b>clarification purposes</b> only, the communication address is:<br>SAMRAT DUTTA, SM(C&P)<br>Mail-id: <a href="mailto:sdutta@bcplindia.co.in">sdutta@bcplindia.co.in</a><br>Mob. No.: 7896760769                                                                                                                                                                                                                                                                                                                                                                                                                           |     |   |    |   |                            |                                                                     |
| C. PREPARATION OF BIDS     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |   |    |   |                            |                                                                     |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |
| 11.1.1 (u)                 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |   |    |   |                            |                                                                     |
| 12                         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |   |    |   |                            |                                                                     |
| 12 & 13                    | Whether BCPL will be able to avail input tax credit in the instant tender <table border="1" style="margin: 10px auto; width: 60%;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">√</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">×</td> </tr> </table> <div style="text-align: right; margin-top: 10px;">Details of Buyer:</div> <table border="1" style="margin: 10px auto; width: 80%;"> <tr> <td style="width: 50%;">Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd.<br/>Lepetkata, Dibrugarh, Assam</td> </tr> </table> | YES | √ | NO | × | Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.<br>Lepetkata, Dibrugarh, Assam |
| YES                        | √                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |   |    |   |                            |                                                                     |
| NO                         | ×                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |   |    |   |                            |                                                                     |
| Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.<br>Lepetkata, Dibrugarh, Assam                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |   |    |   |                            |                                                                     |



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|                                              | PAN No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | AADCB2356E      |  |              |                                        |                |               |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|--------------|----------------------------------------|----------------|---------------|
|                                              | GST no.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 18AADCB2356E1ZY |  |              |                                        |                |               |
|                                              | BCPL Bank details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |  |              |                                        |                |               |
| 14                                           | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |  |              |                                        |                |               |
| 15                                           | The bid validity period shall be 3 months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |  |              |                                        |                |               |
| 16.1, 16.10 and 38.6                         | <p>Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account.<br/> <i>BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:</i></p> <p>Name of Bank: ICICI Bank<br/> Branch: GUWAHATI - FANCY BAZAR<br/> IFSC: ICIC0000543</p> <p><i>The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</i></p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <th style="text-align: center;">Field Number</th> <th style="text-align: center;">Particulars (to be mentioned in Row 1)</th> </tr> <tr> <td style="text-align: center;">7037</td> <td style="text-align: center;">BCPL566911048</td> </tr> </table> |                 |  | Field Number | Particulars (to be mentioned in Row 1) | 7037           | BCPL566911048 |
| Field Number                                 | Particulars (to be mentioned in Row 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |  |              |                                        |                |               |
| 7037                                         | BCPL566911048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |  |              |                                        |                |               |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |  |              |                                        |                |               |
| ITB clause                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |  |              |                                        |                |               |
| 18                                           | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |  |              |                                        |                |               |
| 22                                           | The GeM TENDER No. of this bidding process is: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |  |              |                                        |                |               |
| 22.3, 26 and 4.0 of IFB                      | <p>For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and <b>Bid Opening Purpose</b> the Owner's address is :</p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |  |              |                                        |                |               |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |  |              |                                        |                |               |
| ITB clause                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |  |              |                                        |                |               |
| 32                                           | Evaluation Methodology is mentioned in Section-II.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |  |              |                                        |                |               |
| <b>F. AWARD OF CONTRACT</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |  |              |                                        |                |               |
| ITB clause                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |  |              |                                        |                |               |
| 37                                           | State of India which stamp paper is required for Contract Agreement: Assam                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |  |              |                                        |                |               |
| 38                                           | <p>Contract Performance Security/ Security Deposit</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">×</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">√</td> </tr> </table> <p>Refer Section-II</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |  | APPLICABLE   | ×                                      | NOT APPLICABLE | √             |
| APPLICABLE                                   | ×                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |  |              |                                        |                |               |
| NOT APPLICABLE                               | √                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |  |              |                                        |                |               |



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|           |                                                                                                                                                                                                                                                          |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|           | The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 3% of Total Order / Contract value in case contract period is less than one year or 3% of Annualized Order / Contract value in case contract period is more than one year. |   |
| 40        | Whether tendered item is non-split able or not-divisible :                                                                                                                                                                                               |   |
|           | YES                                                                                                                                                                                                                                                      | √ |
|           | NO                                                                                                                                                                                                                                                       | × |
| 41        | Provision of AHR Item :                                                                                                                                                                                                                                  |   |
|           | APPLICABLE                                                                                                                                                                                                                                               | × |
|           | NOT APPLICABLE                                                                                                                                                                                                                                           | √ |
| 44.1      | Quarterly Closure of Contract                                                                                                                                                                                                                            |   |
|           | APPLICABLE                                                                                                                                                                                                                                               | × |
|           | NOT APPLICABLE                                                                                                                                                                                                                                           | √ |
| 49        | Applicability of provisions relating to Startups:                                                                                                                                                                                                        |   |
|           | APPLICABLE                                                                                                                                                                                                                                               | √ |
|           | NOT APPLICABLE                                                                                                                                                                                                                                           | × |
| 11 of IFB | Applicability of provisions relating to GeM Seller ID:                                                                                                                                                                                                   |   |
|           | APPLICABLE                                                                                                                                                                                                                                               | √ |
|           | NOT APPLICABLE                                                                                                                                                                                                                                           | × |



# **FORMS & FORMAT**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
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**LIST OF FORMS & FORMAT**

| FORM NO. | DESCRIPTION                                                                        |
|----------|------------------------------------------------------------------------------------|
| F-1      | BIDDER'S GENERAL INFORMATION                                                       |
| F-2(A)   | DECLARATION FOR BID SECURITY                                                       |
| F-3      | LETTER OF AUTHORITY                                                                |
| F-5      | AGREED TERMS & CONDITIONS                                                          |
| F-6      | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                 |
| F-7      | BIDDER'S EXPERIENCE                                                                |
| F-8 (A)  | CHECK LIST                                                                         |
| F-11     | BIDDER'S QUERIES FOR PRE BID MEETING                                               |
| F-12     | E-BANKING MANDATE FORM                                                             |
| F-14     | FREQUENTLY ASKED QUESTIONS                                                         |
| F-15     | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) |



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**F-1**

### **BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

|    |                                                                                                                             |                                                                                                                                                                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name                                                                                                                 | M/s.....                                                                                                                                                                                                                                                                    |
| 2  | Status of Firm                                                                                                              | Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others<br><br>If Others Specify: _____<br><br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]         | 1.<br>2.<br>3.                                                                                                                                                                                                                                                              |
| 3b | Name of Power of Attorney holders of bidder                                                                                 |                                                                                                                                                                                                                                                                             |
| 4  | Number of Years in Operation                                                                                                |                                                                                                                                                                                                                                                                             |
| 5  | Address of Registered Office:<br><br>In case of Partnership firm, provide current address of the firm for ordering purpose. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                    |
| 6  | Bidder's address where order/contract is to be placed *                                                                     | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                    |
| 7  | Address from where Goods/ Services are to be dispatched/ provided along with GST no.                                        | City:                                                                                                                                                                                                                                                                       |



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|    |                                                                                                                                                                                                                   |                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).                                                                                 | District:<br>State:<br>PIN/ZIP:<br>GST No.:                                                                                                                                                                       |
| 8  | Telephone Number & Contact Information address where order is to be placed                                                                                                                                        | <div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> <span>_____</span> </div> (Country Code) (Area Code) (Telephone No.)<br>Mobile No. : .....<br>e-mail ID: ..... |
| 9  | Website                                                                                                                                                                                                           |                                                                                                                                                                                                                   |
| 10 | Mobile Number:                                                                                                                                                                                                    | _____                                                                                                                                                                                                             |
| 11 | ISO Certification, if any                                                                                                                                                                                         | [If yes, please furnish details]                                                                                                                                                                                  |
| 12 | PAN No.                                                                                                                                                                                                           |                                                                                                                                                                                                                   |
| 13 | GST No. (refer sl. no. 7 above)                                                                                                                                                                                   |                                                                                                                                                                                                                   |
| 14 | Whether Micro or Small Enterprise                                                                                                                                                                                 | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)                                                                                                                      |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)                                                                                                                                                                     | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)                                                                                                                      |
|    | Whether MSE is owned by Women                                                                                                                                                                                     | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 40)                                                                                                                      |
|    | Whether payment is required through TReDS                                                                                                                                                                         | Yes / No<br>If Yes, please provide the name of portal<br>.....                                                                                                                                                    |
| 15 | Whether Bidder is Startup or not                                                                                                                                                                                  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB:Clause No. 49)                                                                                                                      |
|    | In case of Start-up confirm the following:<br>(i) Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] |                                                                                                                                                                                                                   |



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|  |                                                                                                           |  |
|--|-----------------------------------------------------------------------------------------------------------|--|
|  | (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores. |  |
|--|-----------------------------------------------------------------------------------------------------------|--|

Note: \*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**FORMAT F-2A**

### **DECLARATION FOR BID SECURITY**

*[forMSE/Startup/CPSE]*

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

**SUB: “HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,”**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s\_\_\_\_\_ (**Name of Bidder**) have submitted our offer/ bid no. ....

We, M/s\_\_\_\_\_ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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**F-3**

### 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: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

**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"



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

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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.



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**F-5**

### AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                               | BIDDER'S CONFIRMATION                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1   | Bidder's name, Vendor Code of BCPL (if any) and address<br>(FOA/Order shall be released in this name)                                                                                                                                                                                     | Bidder's name :<br>BCPL's Vendor Code:<br>Address: |
| 2.  | Bidder confirms the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                        |                                                    |
| 3.  | Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).                                                                                                                         |                                                    |
| 4   | Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/ UTGST or IGST )</b> in Price Schedule/ SOR of Price bid.                                                                                                                                                                   |                                                    |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b><br><br>If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid | Yes/ No<br><br>.....                               |
| 4.2 | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid                                                                                                                                                                  |                                                    |
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).                                                                                                            |                                                    |
| 4.4 | Whether bidder is liable to raise E-Invoice as per GST Act.<br>If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.                                                                                                                          |                                                    |
| 5.  | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.                                                                                                                                                                                                    |                                                    |
| 6.  | Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in                                                                                                                                                                         |                                                    |

TENDER NO: BCPL/C&P/LE22W127SD/02453 FOR "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL"



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

| SL. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BIDDER'S CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | case of successful bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 7.  | Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. | NOT APPLICABLE        |
| 8.  | Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.                                                                                                                                                                                                                                                                                                                                                                                          |                       |
| 9.  | Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.<br><br>In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).                                                                                                                                                                                                                                                                                    |                       |
| 10. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).<br>b) Bidder confirms that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                                                                                                                                                                                            |                       |
| 11. | Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 12. | Bidder furnishes EMD/Bid Security details as under OR bid security declaration:<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity<br>d) Bank Address/e-mail ID/Mobile no. [in case of BG]                                                                                                                                                                                                                                                                                                                                      |                       |
| 13. | Bidder confirms that<br>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL<br>or<br>(ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.                                                                                                                                                                                                                                                                    |                       |
| 14. | All correspondence must be in ENGLISH language only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| 15. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder,                                                                                                                                                                                                                                                                                                                                                                 |                       |



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

| SL. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | the bid submitted by them shall be liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                       |
| 16. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| 17. | <u>No Deviation Confirmation:</u><br>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| 18. | If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable<br>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement." |                       |
| 19. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |
| 20. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

| SL. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BIDDER'S CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | unless otherwise specifically excluded. Bidder confirms to perform for fulfillment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
| 21. | <p>Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>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.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.</p> |                       |
| 22. | Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 23. | <p>Bidder certifies that they <del>would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (<a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a>)]</del> and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| 24. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                            | BIDDER'S CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.                                                                                             |                       |
| 25. | Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).<br><br>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. | NOT APPLICABLE        |
| 26. | Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                       |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**F-6**

### ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

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 : .....



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**F-7**

### BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

| Sl. No | Description of the Services | LO A /WO No. and date | Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i> | Value of Contract/Order (Specify Currency Amount) | Date of Commencement of Services | Scheduled Completion Time (Months) | Date of Actual Completion | Reasons for delay in execution, if any |
|--------|-----------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------|------------------------------------|---------------------------|----------------------------------------|
|        |                             |                       |                                                                                                                                                 |                                                   |                                  |                                    |                           |                                        |
|        |                             |                       |                                                                                                                                                 |                                                   |                                  |                                    |                           |                                        |
|        |                             |                       |                                                                                                                                                 |                                                   |                                  |                                    |                           |                                        |
|        |                             |                       |                                                                                                                                                 |                                                   |                                  |                                    |                           |                                        |
|        |                             |                       |                                                                                                                                                 |                                                   |                                  |                                    |                           |                                        |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

**F-8(A)**

### CHECK LIST

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

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

| SL. No. | DESCRIPTION                                                                                                                                                                  | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0     | Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)                                              |           |                                         |
| 2.0     | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                                      |           |                                         |
| i       | Covering Letter, Letter of Submission                                                                                                                                        |           |                                         |
| ii      | Signed and stamped original copy of bidding document along with drawings and addendum (if any)                                                                               |           |                                         |
| iii     | <b>Power of Attorney in the name of person signing the bid.</b>                                                                                                              |           |                                         |
| 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 alongwithtechno-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 is uploaded in GeM portal.                                                                                                                       |           |                                         |
| 5.0     | Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and PP-LC bidder).                                              |           |                                         |
| 6.0     | Confirm that Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) |           |                                         |



ब्रह्मपुत्रक्रेकरऔरपॉलीमरलिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

|     |                                                                                                                                                                          |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     | or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III are submitted. |  |  |
| 7.0 | Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)     |  |  |
| 8.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)                                                                                     |  |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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.**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**F-11**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL,"**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**

| 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 :** \_\_\_\_\_



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-12

## 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 Brahmputra 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 Brahmputra 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)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**F-14**

**FREQUENTLY ASKED QUESTIONS (FAQs)**

| SL.NO. | QUESTION                                                          | ANSWER                                                                                                                                                                             |
|--------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0    | Can any vendor quote for subject Tender?                          | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.                                                     |
| 2.0    | Should the Bid Evaluation Criteria documents be attested?         | Yes. Please refer Section II of Tender document                                                                                                                                    |
| 3.0    | Is attending Pre Bid Meeting mandatory.                           | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0    | Can a vendor submit more than 1 offer?                            | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.                                                                                                        |
| 5.0    | Is there any Help document available for GeM portal.              | Refer training module presentations and FAQs as available on GeM portal.                                                                                                           |
| 6.0    | Are there any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.                                                                                                            |
| 7.0    | Are there any benefits available to Startups?                     | Refer Clause No. 49 of Instructions to Bidders of Tender Document.                                                                                                                 |

All the terms and conditions of Tender remain unaltered.



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

F-15

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

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

To,  
M/s. Brahmputra Cracker and Polymer Ltd.  
-----

SUB: .....  
PO NO: .....

**Dear Sir,**

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

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

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

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

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



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

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# SECTION-IV

## GENERAL CONDITIONS OF CONTRACT [GCC]



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**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](https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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# **SECTION – V**

## **SPECIAL CONDITIONS OF CONTRACT [SCC]**



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## SPECIAL CONDITIONS OF CONTRACT [SCC]

**SCC FOR  
STANDARD FIRE AND SPECIAL PERILS, BHARAT GRIHA RAKSHA,  
BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT  
INSURANCE POLICY.**

### 1.0 TIME PERIOD OF POLICY COVER:

- For a period of 1 year from 19<sup>th</sup> December 2022 to 18<sup>th</sup> December 2023.

### 2.0 SCOPE OF WORK:

- Standard Fire and Special perils policy.
- Bharat Griha Raksha Policy.
- Burglary Policy.
- All Risk Policy for Laptops.
- Electronic Equipment Insurance Policy.

### 3.0 PAYMENT TERMS:

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

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

### 1.0 POLICY NAME:

**Standard Fire & Special Perils/Bharat Griha Raksha  
Policy.**

### 2.0 THE INSURED :

**BRAHMAPUTRA CRACKER & POLYMER LIMITED**

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

### 3.0 THE PROPERTY:

Details of Property as under

|   |                                                                                                                                                                                       |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <u>Admin. Building:</u> Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata |
| 2 | <u>CISF Township</u> including but not limited to Canteen, Guest House and Quarter Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata                         |



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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|    |                                                                                                                                                                                                                                                                                                                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3  | BCPL Township: Including but not limited to All Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Lepetkata                                                                                                                                                |
| 4  | Admin Building: Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.                                                                                                                                                                        |
| 5  | CISF Township, Including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa,                                                                                                                                                                                                      |
| 6  | BCPL Township: Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Sivsagar.                                                                                                                                                |
| 7  | Contents (Including but not limited to FFF, Office Equipment, EDP and Electrical Equipment/Installation), Hardware & software for primary and DR Site, data center along with data center equipment like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building other than more specifically covered under EEI Policy. |
| 8  | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township other than more specifically covered under EEI Policy.                                                                                                                                                   |
| 9  | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township other than more specifically covered under EEI Policy.                                                                                                                                                   |
| 10 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan other than more specifically covered under EEI Policy.                                                                                                                                                                  |
| 11 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office other than more specifically covered under EEI Policy.                                                                                                                                                           |
| 12 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House other than more specifically covered under EEI Policy.                                                                                                                                                      |
| 13 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation & equipment at Noida office and Disaster Recovery at GAIL, Noida other than more specifically covered under EEI Policy.                                                                                                                           |
| 14 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa other than more specifically                                                                                                                                                                      |



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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|    |                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | covered under EEI Policy.                                                                                                                                                                                 |
| 15 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at CISF Township, Lakwa other than more specifically covered under EEI Policy.    |
| 16 | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar other than more specifically covered under EEI Policy. |

### 4.0 LOCATION

1. Lepetkata, Dibrugarh, Assam; Pin: 786006
2. Duliajan, PO- Hoogrija, Dibrugarh Assam. Pin: 786601
3. Lakwa, Sivsagar, Assam. Pin:785688
4. Sivsagar, Assam. Pin:785640
5. Guwahati, Kamrup, Assam. Pin: 781001
6. Noida, Uttar Pradesh Pin: 201301

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

| Sl No | Particulars                                                                                                                                                                                                                                                                                                                                                 | Total Sum Insured |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|       |                                                                                                                                                                                                                                                                                                                                                             | (Rs.)             |
| 1     | <u>Admin. Building:</u> Admin Building and all associated facilities including but not limited to Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata                                                                                                                                                                       | 957,074,005       |
| 2     | Admin Building: Including but not limited to Admin Building and all associated facilities including Canteen, Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lakwa.                                                                                                                                                                        | 344,709,310       |
| 3     | Contents (Including but not limited to FFF, Office Equipment, EDP and Electrical Equipment/Installation), Hardware & software for primary and DR Site, data center along with data center equipment like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building other than more specifically covered under EEI Policy. | 233,101,530       |
| 4     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan other than more specifically covered under EEI Policy.                                                                                                                                                                  | 40,560,230        |
| 5     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office other than more specifically covered under EEI Policy.                                                                                                                                                           | 4,149,351         |
| 6     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation & equipment at Noida office and Disaster Recovery at GAIL, Noida other than more specifically covered under EEI Policy.                                                                                                                           | 3,334,461         |
| 7     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa                                                                                                                                                                                                   | 62,608,669        |



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|  |                                                        |                      |
|--|--------------------------------------------------------|----------------------|
|  | other than more specifically covered under EEI Policy. |                      |
|  | <b>Total</b>                                           | <b>1,645,537,556</b> |

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

| Sl No | Particulars                                                                                                                                                                                                         | Total Sum Insured    |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
|       |                                                                                                                                                                                                                     | (Rs.)                |
| 1     | CISF Township including but not limited to Canteen, Guest House and Quarter Boundary wall, Road, culverts, Plinth & Foundation, Utilities at Lepetkata                                                              | 179,208,649          |
| 2     | BCPL Township: Including but not limited to All Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, incld. Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Lepetkata | 1,688,118,414        |
| 3     | CISF Township, Including but not limited to Canteen, Guest House and Quarters, Boundary wall, Road, culverts, Plinth & Foundation, Utilities etc at Lakwa,                                                          | 133,739,847          |
| 4     | BCPL Township: Including but not limited to all Type of Quarter including guest house, Bachelor Quarter/Hostel at BCPL Township, Boundary wall, culverts, roads, Plinth & Foundation, Utilities at Sivsagar.        | 412,180,684          |
| 5     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township other than more specifically covered under EEI Policy.           | 17,311,670           |
| 6     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township other than more specifically covered under EEI Policy.           | 391,612,265          |
| 7     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House other than more specifically covered under EEI Policy.              | 166,314              |
| 8     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at CISF Township, Lakwa other than more specifically covered under EEI Policy.              | 11,059,271           |
| 9     | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar other than more specifically covered under EEI Policy.           | 25,552,074           |
|       | <b>Total</b>                                                                                                                                                                                                        | <b>2,858,949,188</b> |

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

**7.0 BASIS OF VALUATION:** Reinstatement Value Basis.

**8.0 OCCUPANCY:** Dwellings + Office Premises & Others.

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

**10.0 POLICY PERIOD:** 19/12/2022 to 18/12/2023

**11.0 CLAIM HISTORY:** NIL.

TENDER NO: BCPL/C&P/LE22W127SD/02453 FOR "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL"



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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### 12.0 ADD ON COVERS (Fire Section):

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

### 13.0 CLAUSES:

| Sr# | Clauses to be Covered                                      |
|-----|------------------------------------------------------------|
| 1   | Designation of Property Clause                             |
| 2   | Reinstatement Value Clause                                 |
| 3   | Civil Authority/Public Authorities/ Local Authority Clause |
| 4   | 72 hours clause                                            |



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|    |                                                        |
|----|--------------------------------------------------------|
| 5  | Payment 'On Account' clause                            |
| 6  | Nominated and Adjuster Clause                          |
| 7  | Outbuilding Clause / Roads Pavement / Street Furniture |
| 8  | Agreed Bank clause                                     |
| 9  | Loss payee clause                                      |
| 10 | Non-Invalidation Clause                                |
| 11 | Non - Vitiating Clause                                 |

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

### 14.0 ADD ON COVERS (Bharat Griha Raksha):

| Coverage                              | Bharat Griha Raksha                                           |
|---------------------------------------|---------------------------------------------------------------|
| Forest Fire and Jungle Fire           | Covered automatically                                         |
| Impact Damage                         | All types of impact damage are covered                        |
| Theft coverage                        | Theft within 7 days after occurrence of insured peril covered |
| Waiver of underinsurance              | Completely waived.                                            |
| Architects, consulting engineers fees | Covered up to 5% of claim amount                              |
| Removal of debris                     | Covered up to 2% of claim amount                              |
| Terrorism                             | Covered compulsory                                            |

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

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

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



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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### 3.0 THE PROPERTY, LOCATION AND SUM INSURED:

| Location                    | Cover                                                       | Description of Property                                                                                                                                                                                                                                                                                 | Sum Insured.<br>(Rs.) |
|-----------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Lepetkata, Dibrugarh, Assam | Standard Burglary Cover -<br>(Including Theft & RSMD Cover) | Contents (Including but not limited to FFF, Office Equipments, EDP and Electrical Equipments/Installation), Hardware & software for primary and DR Site, data center along with data center equipments like AC, UPS, Electrical system, F&S, CCTV, BMS System etc. at Lepetkata Administrative Building | 360,148,088           |
| Lepetkata, Dibrugarh, Assam |                                                             | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata CISF Township                                                                                                                                                      | 17,311,670            |
| Lepetkata, Dibrugarh, Assam |                                                             | Contents including but not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Lepetkata BCPL Township                                                                                                                                                      | 391,612,265           |
| Guwahati, Assam             |                                                             | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Office                                                                                                                                                                            | 4,584,285             |
| Guwahati, Assam             |                                                             | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Guwahati Guest House                                                                                                                                                                       | 166,314               |
| Duliajan, Assam             |                                                             | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Duliajan                                                                                                                                                                                   | 40,628,463            |
| Noida, Delhi                |                                                             | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Noida                                                                                                                                                                                      | 56,671,561            |



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|                        |                                                                                                                                             |                    |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Lakwa, Sibsagar, Assam | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at Administrative Building, Lakwa | 73,648,334         |
| Lakwa, Sibsagar, Assam | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at CISF Township, Lakwa           | 11,059,271         |
| Lakwa, Sibsagar, Assam | Contents not limited to Furniture, Fixture, Fittings Electronic and Electrical Installation and equipment at BCPL Township, Sivsagar        | 25,552,074         |
|                        |                                                                                                                                             |                    |
|                        | <b>Total</b>                                                                                                                                | <b>981,382,325</b> |

Policy Excess: Flat INR.2500/-.

Clauses: As per standard Burglary policy including Theft & RSMD cover.

**4.0 POLICY PERIOD:** 19/12/2022 to 18/12/2023

**5.0 CLAIM HISTORY:** NIL.

**6.0 ADDITIONAL COVERAGES:**

| Sr# | Additional Coverages                                                        |
|-----|-----------------------------------------------------------------------------|
| 1   | Replacement of Locks including Repair to Damaged Property – Up to Rs. 5 Crs |
| 2   | Designation of Property                                                     |
| 3   | Loss following an event covered in SFSP policy – Up to Rs. 5 Crs            |
| 4   | Waiver of FIR up to INR 100,000 for each & every loss                       |
| 5   | Goods held in trust clause                                                  |

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

**1.0 POLICY NAME:** All Risk Policy for Laptops.

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

**3.0 THE PROPERTY, LOCATION AND SUM INSURED:**



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| Location              | Description of Property | Cover           | Description                 | Sum Insured |
|-----------------------|-------------------------|-----------------|-----------------------------|-------------|
| Anywhere in the World | 13 Laptops              | All Risk Policy | As per Annexure II Attached | 959,282     |

Policy Excess: Flat INR. 2000/-.

**4.0 POLICY PERIOD:** 19/12/2022 to 18/12/2023

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

**6.0 CLAIM HISTORY:** NIL.

**7.0 BASIS OF VALUATION:** New Replacement Cost basis

**8.0 TERRITORY:** Worldwide 24 X 7

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

**1.0 POLICY NAME:** Electronic Equipment Insurance Policy

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

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

**Total Sum Insured:**

| Particulars                                                                                            | Sum Insured       |
|--------------------------------------------------------------------------------------------------------|-------------------|
| Section 1 – Equipment                                                                                  | Rs. 191,926,490/- |
| Section II - External Data Media (Restoration of Data Only) – Equipment Value included under Section I | Up to Rs. 2 Crs   |
| Section III - Increased Cost of Workings (Time Excess: 96 hrs, Indemnity Period: up to 12 weeks)       | Up to Rs. 5 Crs   |

**Policy Excess:** As per the EEI Tariff.

**4.0 POLICY PERIOD:** 19/12/2022 to 18/12/2023

**5.0 Clauses:** As per Standard Electronic Equipment Insurance Policy.



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**6.0 CLAIM HISTORY:** NIL

**7.0 BASIS OF VALUATION:** New Replacement Cost basis

**8.0 ADD ON COVERS:**

- a. Earthquake – Full Sum Insured
- b. STFI – Full Sum Insured
- c. Waiver of Serial Numbers Clause.

### Wordings for Fire Add On Covers & Clauses

#### **Add On Covers:**

- 1. Escalation:** The policy permits for automatic pro-rata increase in the sum insured in respect of capital assets @ 5% from the date of inception till expiry of the policy. The increase in the sum insured shall be 1/365 th of the above-specified percentage for each day since inception up to the date of the loss.
- 2. Omission to Insure addition, alteration and extension:** The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns..... hereof which the insured may erect or acquire or for which they may become responsible:-

- a) at the within described premises
- b) for use as factories

i) The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No.....

ii) The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

1) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.

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

2) 'Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.

3) This clause should be incorporated at the time of issuing the policy.

- 3. Insurance of Additional Expenses of Rent for An Alternative Accommodation:** It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the



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additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period (stated in the Schedule in respect of this Clause) whichever is earlier. Provided that the liability of the Company shall not exceed the sum insured (stated in the Schedule in respect of this Clause) hereby. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

### SPECIAL CONDITIONS

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

### EXPLANATION

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

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

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

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

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

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



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

5. **Architecture's, Surveyors, consulting engineer's fees (in excess 3% of the claim amount):** The insurance by the policy shall include an amount in respect of Architects' surveyors' and consulting engineers and Legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim.
6. **Fire Fighting and foam consumption Expenses:** It is agreed that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy.
  - i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
  - ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
  - iii. all other actual expense (including wages and the like paid for fire fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire. All claims for personal injury are excluded.
  - iv. The expenses incurred to recharge/refill any fire protection devices.
7. **Expenses to Loss Minimization / Loss Prevention including crane hiring charges:** Subject otherwise to the terms , exclusions, provisions and conditions contained in the policy, in the event of physical loss or damage identifiable under this policy or in the event of any occurrence which could give rise to imminent physical loss or damage, such indemnity will include all costs and expenses reasonably incurred to protect the insured property so affected or to limit further loss of or damage to the Insured property, but not exceeding the amounts that would otherwise have been payable under the terms and conditions of this policy had such costs and expenses not been incurred.
8. **Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom:** "In consideration of an additional premium of Rs. \_\_\_\_\_, it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Fork lifts, cranes, stackers and the like and articles dropped therefrom."
9. **Landscaping Costs following Damage:** It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the policy includes the reasonable cost of remaking, reconstituting, redesigning and purchasing as necessary in order to replace surrounding and internal landscape grounds and gardens following Damage.
10. **Smoke Damage:** It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the insurance shall, subject to the Special Condition hereinafter contained, extend to include destruction of or damage to the property insured (by fire or otherwise) directly caused by -  
SMOKE due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not SMOKE from fire-places or industrial apparatus. Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.  
Further warranted that this Insurance does not cover:-



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

☐ Consequential loss or damage of any kind or description.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anticorrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating or metal parts, unless caused by fire, lightening, riot, strike, malicious damage, storm, tempest, flood and inundation.
5. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
6. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
8. Any loss or damage due to self-intentional destruction, and/or arising out of provocation by the Insured or its authorized representative.

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



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assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

The clause is subject to the following exclusions:

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

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

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

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

- 26. Expediting expenses:** In the event of loss hereunder the insurer shall also pay, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged property, including overtime and extra cost of express and other rapid means of transportation.
- 27. Employees Personal Property / Effects:** In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the loss and/or damage of employee's personal property at the insured premises for which insured is responsible provided that the insurer would not be responsible to pay more than what limit per employee per event set by the insured. Loss not payable if the damaged property is specifically insured in some other policy
- 28. Undamaged Foundations:** It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the foundation of the property insured which prove to be unusable following the loss or damage as covered under the Policy at the insured premises shall be considered part of the property damaged.  
The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.
- 29. Damage to Underground Services:** It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the policy includes damage to any insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable for which the Insured is responsible extending from the Premises to the main provided the sum insured declared under the Policy is inclusive of the above



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**30. Cost of Clearing Drains Clause:** It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises within 500 meters of Insured premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**31. Additional customs duty (contingent):**

“In consideration of the insured having paid an additional premium, It is hereby declared and agreed that the insured shall also be indemnified during the currency of the policy, towards Additional Custom Duty, which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

The indemnity for such Additional Custom Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the company.

Subject otherwise to the terms conditions and exceptions of the policy.”

Limit: Rs 5 crs each and every loss & in aggregate.

**32. Obsolete Parts:** The value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced, then the Insurer shall be liable for the replacement cost as new of equipment which will at least perform substantially the same functions as the original equipment.

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

**33. OEM parts:**

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

Limit: Rs 5 crs each and every loss & in aggregate.

**Clauses:**

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



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

### Special Provisions

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

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

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

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

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

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

1) The amount recoverable under this extension shall not include :

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,

i) in respect of destruction or damage occurring prior to the granting of this extension,

ii) in respect of destruction or damage not insured by the policy,

ii) under which notice has been served upon the insured prior to the happening of the destruction of damage,



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iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

3) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.

4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

6) No additional premium shall be charged for inclusion of this clause in this policy.

4. **72 hours clause:** This clause shall cover all Perils caused by Act of God including but not limited to Tsunami Tempest and Cyclones.

Flood:

Each loss by flood and all losses from this peril within a 72 hour period shall be deemed to be one loss insofar as the Total Sum Insured and deductible provisions of this policy are concerned. The company shall not be liable for any loss caused by any flood occurring before the effective date and time of this policy, however, the Insurer will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this policy, provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

Wind and / or Rainstorm -

Each loss by wind and/or rainstorm shall constitute a single claim hereunder; provided, if more than one windstorm and/or rainstorm caused by the same atmospheric disturbance shall occur within any period of seventy-two (72) hours during the term of this Policy. Such windstorm and/or rainstorm shall be deemed to be a single windstorm and/or rainstorm within the meaning thereof.

Earthquake –



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Each loss caused by earthquake shall constitute a single claim hereunder provided that more than one earthquake shock occurring within any seventy-two (72) hours during the term of this policy shall be deemed a single earthquake within the meaning hereof.

5. **Payment 'On Account' clause:** All liabilities being accepted and agreement reached as to the Loss adjuster's report, the insurer will make interim payment of the claim amount as approved by the loss adjuster within 15 days of agreement to the Loss Adjuster's Report and/or Addendum report/clarification issued therein and also subject to reinsurers' approval.
6. **Nominated and Adjuster Clause:** It is hereby noted and agreed that in the event of a loss, reported under the policy, surveyors/loss adjusters to be engaged individually or jointly by the insurer from the panel of surveyors/loss adjuster, mutually agreed between the insured and insurer, subject to the concurrence of Reinsurer.
7. **Outbuilding Clause:** It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions it is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase and steel or iron frameworks in the said premises
8. **Loss payee clause:** Loss payable to the Insured or order as directed by the Insured which shall include such party which has a vested interest in the subject matter insured hereunder at the time of loss or damage.
9. **Non-Invalidation Clause:** This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured.
10. **Non - Vitiating Clause:** It is understood however that any act, omission, statement or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy



# SECTION – VI

## TECHNICAL SPECIFICATION [TS]

NOT APPLICABLE



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**SECTION-VII**

**HEALTH, SAFETY  
ENVIRONMENT [HSE] SPECIFICATIONS**



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### SECTION-VII

#### 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.



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- 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'

|                      |                                                                   |
|----------------------|-------------------------------------------------------------------|
| 925 – 1984           | Industrial Safety Helmets                                         |
| 7701 – 1968          | Rubber Gloves for Electrical Purpose                              |
| 994 - 1973 [Part-I]  | Industrial Safety Gloves [Leather & Cotton Gloves]                |
| 989 - 1986 [Part-II] | Leather Safety Boots & Shoes                                      |
| 557 - 1969           | Industrial & Safety Rubber Knee Boots                             |
| 519 – 1971           | Code of Practice for Selections, Care & Repair of Safety Footwear |
| 1226 – 1985          | Leather Safety Footwear Having Direct Molding Sole                |
| 983 - 1978           | Eye Protectors                                                    |
| 167 - 1979           | Ear Protectors                                                    |
| 521 - 1983           | Industrial Safety Belts & Harnesses                               |



# SECTION-VIII

## SCHEDULE OF RATES [SOR] **UN-PRICED BID**

**SUB: “HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL.”**

**TENDER NO.: BCPL/C&P/LE22W127SD/02453**



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# BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

TENDER No.:BCPL/C&P/LE22W127SD/02453

## SCHEDULE OF RATES [SOR] UN-PRICED

### SECTION VIII

NAME OF WORK: "HIRING OF SERVICES FOR INSURANCE COVERAGE FOR FIXED ASSETS COVERING STANDARD FIRE & SPECIAL PERILS, BHARAT GRIHA RAKSHA, BURGLARY, ALL RISK FOR LAPTOP AND ELECTRONIC EQUIPMENT INSURANCE POLICY FOR BCPL."

NAME OF BIDDER: \_\_\_\_\_

| SN                                                                       | DESCRIPTION OF THE ITEM               | UNIT | QTY<br>(sum insured<br>in Rs.) | PREMIUM<br>(IN RS.) |             |           |
|--------------------------------------------------------------------------|---------------------------------------|------|--------------------------------|---------------------|-------------|-----------|
|                                                                          |                                       |      |                                | RATE                | GST@18%     | TOTAL     |
| (a)                                                                      | (b)                                   | (c)  | (d)                            | (e)                 | f = e X 18% | g = e + f |
| 1                                                                        | STANDARD FIRE & SPECIAL PERILS POLICY | LMP  | 1,645,537,556                  | QUOTED              | QUOTED      | QUOTED    |
| 2                                                                        | BHARAT GRIHA RAKSHA POLICY            | LMP  | 2,858,949,188                  | QUOTED              | QUOTED      | QUOTED    |
| 3                                                                        | BURGLARY POLICY                       | LMP  | 981,382,325                    | QUOTED              | QUOTED      | QUOTED    |
| 4                                                                        | ALL RISK POLICY FOR LAPTOP            | LMP  | 959,282                        | QUOTED              | QUOTED      | QUOTED    |
| 5                                                                        | ELECTRONIC EQUIPMENT INSURANCE POLICY | LMP  | 191,926,490                    | QUOTED              | QUOTED      | QUOTED    |
| <b>Z</b>                                                                 | <b>TOTAL QUOTED VALUE (Incl. GST)</b> |      |                                |                     |             | QUOTED    |
| Name of authorized person submitting the tender on behalf of the Bidder: |                                       |      |                                |                     |             |           |
| Designation of authorized person:                                        |                                       |      |                                |                     |             |           |
| Name of firm / Contractor:                                               |                                       |      |                                |                     |             |           |
| Date:                                                                    |                                       |      |                                |                     |             |           |
| Place:                                                                   |                                       |      |                                |                     |             |           |

**NOTE: Since the said tender has been floated in GeM portal through custom bid, in which total amount (as shown in column g) has to be quoted by the bidder. Also the total amount in column g must be including GST (as applicable).**

**i.e., Total amount (Z) to be quoted by bidder in GeM portal (including GST as applicable).**

**Bidder to quote the figure derived in Z in GeM portal only & determination of inter-se position after price bid opening shall be as per the figure shown in 'Z' only**

**Bidder to mention the applicable GST % =**