



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)



Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)
ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBRUGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373 2914636

TENDER NO: BCPL/C&P/LE16W153BB/00140

Dated: 07.10.2016

TENDER DOCUMENT

FOR

“HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”

Tender Submission Date & Time	:	25.10.2016 at 14:30 Hrs
Tender Opening Date & Time	:	25.10.2016 at 15:00 Hrs
Tender Fee		Not Applicable
EMD Amount	:	Rs. 39,000/-

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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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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TENDER NO: BCPL/C&P/LE16W131BB/00082 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR”.

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.

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9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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SECTION - I

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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SECTION - I INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

DATE: 07.10.2016

SUB: “CONTRACT FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR”.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	Period of Contract for this work will be 24 months , reckoned from the date as mentioned in the letter of award.
II	Tender Fee	:	Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs. 39,000/-
IV	BID DUE DATE & TIME	:	25.10.2016 up to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	25.10.2016 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	24.01.2017 OR 90 DAYS from the date of opening of unpriced bid whichever is later.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	14.10.2016 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam,

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Pin Code:786006, Phone no. 0373-2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 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) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) 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 GAIL's web site/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-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 14.10.2016 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

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Conditions of tender document. For participation contact Ch. Manager (C&P) / Sr. Officer (C&P) Phone No. 0265 2914635 ; Email ID: bhaskar.barman@bcplindia.co.in.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[BHASKAR JYOTI BARMAN]

Sr. Officer [C&P]

Ph: +91-0373-2914635/636;

E-mail: bhaskar.barman@bcplindia.co.in;

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SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1. BEC- Technical: (as a single bidder)

1.1.1 Bidder shall have experience of having **executed** at least a single Order/Contract of 'Catering/Pantry/Canteen' and 'housekeeping/sanitation/upkeep' Services in office/Guest House/Training institute of any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company of "minimum value of work" of **Rs 4,88,000/-(Rupees Four Lakhs Eight Eight Thousand Only)** in previous seven (07) years prior to the due date of bid submission.

1.1.2 In case, the bidder is executing a rate / maintenance contract for similar services as at 1.1.1 which is still running and the Contract value executed till one day prior to the due date of bid submission, is equal or more than the minimum requisite value of **Rs.4,88,000/-(Rupees Four Lakhs Eighty Eight Thousand Only)**, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user/owner/ authorized consultant.

NB: 'Executed' as mentioned at sl no. 1.1.1 means **"fully executed and completed"**.

1.2 BEC- Financial: NOT APPLICABLE IN THIS TENDER.

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) (All documents must be duly self attested/authenticated)
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience to comply 1.1.1	Documentary proof in the form of copy of work order/agreement along with detailed Schedule of Rates and its Completion Certificate/Execution

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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 self attested/authenticated)
			Certificate/Client Certificate must be submitted along with the bid. The Completion Certificate/Execution Certificate /Client Certificate clearly showing: a) Full address of Client, officer issuing certificate b) Reference of relevant work order c) Actual value of executed work d) Date of actual completion, successful execution of works.
2	1.1.2	Experience to comply 1.1.2	Documentary proof in the form of copy of work order/agreement along with detailed Schedule of Rates and its Execution Certificate/Client Certificate must be submitted along with the bid. The Execution Certificate /Client Certificate clearly showing: a) Full address of Client, officer issuing certificate b) Reference of relevant work order c) Actual value of executed work d) Date of successful execution of works.

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

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

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iv) *Experience acquired as sub-contractor will not be considered as experience towards meeting BEC.*

v) *The said job/service is non-splittable and accordingly PPP-2012 for MSE shall be applicable as mentioned in ITB of Tender Document.*

2.0 BIDS EVALUATION METHODOLOGY AND AWARD CRITERIA:

2.1 *The Evaluation and comparison of bid shall be made on overall basis for all SOR items exclusive of Service Tax to determine lowest (L1) bidder.*

2.2 *In case of tie between bidders, job shall be awarded to bidder having higher turnover in financial year 2015-16. Hence, bidder has to submit the last audited financial statements.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

[I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.

[II] BIDDERS NOT MEETING ANY OF THE ABOVE- MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

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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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3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

- 2.7 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**

- 2.8 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

- 3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)] – **NOT APPLICABLE FOR THIS TENDER**

- 4 **ONE BID PER BIDDER**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. 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.



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4.2 Alternative Bids shall not be considered.

5 **COST OF BIDDING & TENDER FEE**

5.1 **COST OF BIDDING**

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

5.2 **TENDER FEE- NOT APPLICABLE FOR THIS TENDER**

6 **SITE VISIT-NOT APPLICABLE**

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BIDDING DOCUMENTS**

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work [SOW]
- Section-VII : Schedule of Rates [SOR]

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

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

8 **CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later**

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than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gaitenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gaitenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).

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

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the



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- bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and exclusive of freight/transportation charges.
- 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, "GCC", "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 Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 SERVICE TAX

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.



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13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax 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 Service Tax collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/Suppliers/Contractors/ Consultants.

13.4 In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-

- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.
- b) The base date for the purpose of applying statutory variation shall be the bid closing date.

13.5 **SERVICE TAX IN CASE OF WORKS CONTRACT**

13.5.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e. **either on actual service portion or deemed service portion.**



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- 13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents
- 13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:- **[NOT APPLICABLE IN THIS TENDER]**
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax: **[APPLICABLE IN THIS TENDER]**
- 13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2 The bids will be evaluated based on total price excluding applicable service tax.
- 13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.



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- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax together with all penalties and interest if any, against any amounts paid or payable by BCPL to Contractor.

- 13.10 Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor.

13.10 Tax Deducted at Source [TDS]

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

13.11 Income Tax

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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



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- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY:- Rs. 39,000/-

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



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- (e) In the case of a successful Bidder, if the Bidder fails to:
- (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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



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19 **ZERO DEVIATION AND REJECTION CRITERIA**

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

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

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

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

20 **E-PAYMENT**

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



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ID – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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



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- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.
- 25 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:



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

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 **CONTACTING THE EMPLOYER**

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

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

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

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



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- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- “Deviation” is departure from the requirement specified in the tender documents.
 - “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - “Omission” is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
 - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.



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

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

32 **EVALUATION AND COMPARISON OF BIDS**

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

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

34 **PURCHASE PREFERENCE**

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

[F] – AWARD OF CONTRACT

35 **AWARD**

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

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

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

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

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

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37 SIGNING OF AGREEMENT

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 8.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 7.5% of annualized order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties. Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet(BDS).
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
 - iii) In Tender participating Micro and Small Enterprises quoting price within 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 20% of the 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 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

- 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.

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

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

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

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

40.4 If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.



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41 **AHR ITEMS**

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

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

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

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

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

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

43 **INCOME TAX & CORPORATE TAX**

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

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

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

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

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

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

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



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

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

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



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

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: Rs. Indenting Dept. Job/Supply of
.....

(b) Address:

To,

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

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Phone no. 0373 2914636.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

50 Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor

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

51. CHECK MEASUREMENT

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

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
 - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.

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- b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
- c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite



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- percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. 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-I

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

A Definitions:

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



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- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

No risk and cost provision will be enforced in such cases.



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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

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

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

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

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

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



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D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) 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 six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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

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

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

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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



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- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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



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A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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



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6.0 EFFECT OF HOLIDAY

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

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

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

6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the 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 Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

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

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

- 11. In case Service Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the Service Tax collected from BCPL, then party will be put on holiday for a period of six months after following the due procedure.

.....



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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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GOOD

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-IV

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/LE16W153BB/00140				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. BHASKAR JYOTI BARMAN, SR. OFFICER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in;				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the				

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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	following additional documents (SCC Refers): NIL
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16W131BB/00082
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. BHASKAR JYOTI BARMAN, SR. OFFICER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in; Date: 16.09.2016

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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	Time: 15:00 Hrs.								
E. EVALUATION, AND COMPARISON OF BIDS									
ITB clause	Description								
32	Evaluation Methodology is mentioned in Annexure-II.								
33	Compensation for Extended Stay: <table border="1"> <tr> <td>APPLICABLE</td><td>☒ NO</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒ YES</td></tr> </table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES				
APPLICABLE	☒ NO								
NOT APPLICABLE	☒ YES								
F. AWARD OF CONTRACT									
ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam								
38	Contract Performance Security/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td>☒ YES</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒ NO</td></tr> </table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO				
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
40	Public Procurement Policy for MSEs : <table border="1"> <tr> <td>APPLICABLE</td><td>☒ YES</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒ NO</td></tr> </table> Whether tendered item is non-split able or not-divisible : <table border="1"> <tr> <td>YES</td><td>☒ YES</td></tr> <tr> <td>NO</td><td>☒ NO</td></tr> </table>	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO	YES	☒ YES	NO	☒ NO
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
YES	☒ YES								
NO	☒ NO								

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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41	Provision of AHR Item : <table><tr><td data-bbox="424 349 762 421">APPLICABLE</td><td data-bbox="762 349 1086 421">YES</td></tr><tr><td data-bbox="424 421 762 501">NOT APPLICABLE</td><td data-bbox="762 421 1086 501">NO</td></tr></table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table><tr><td data-bbox="424 586 762 658">APPLICABLE</td><td data-bbox="762 586 1086 658">NO</td></tr><tr><td data-bbox="424 658 762 732">NOT APPLICABLE</td><td data-bbox="762 658 1086 732">YES</td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				



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FORMS & FORMAT

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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LIST OF FORMS & FORMAT

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



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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	 City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	 City: District: State: PIN/ZIP:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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8	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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F-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMINISTRATIVE BUILDING” LEPETKATA,
NH-37, P.O. LEPETKATA, DIBRUGARH,
ASSAM, PIN – 786 006

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head
Office at----- (hereinafter called the Bidder) wish to participate
in the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----is required to be
submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable
to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head Office -
------(Local Address) guarantee and undertake
to pay immediately on demand without recourse to the bidder by Brahmputra Cracker & Polymer Limited.,
the amount -----without any reservation,
protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us
irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date should
be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further
extension of this guarantee is required the same shall be extended to such required period on receiving
instructions from M/s----- on whose behalf this
guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----201 ----- at -----

WITNESS:

(SIGNATURE)
(NAME) :
(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per _____
Power of Attorney No.
Date: _____

**TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING
AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR
HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

.....



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F-5

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 CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR..

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

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

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by us.

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

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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(A Government of India Enterprise)

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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide PO /FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Dibrugarh, Assam.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

- _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
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

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 in Tender.
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.

.....

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess	ST:% EDU. CESS:.....% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in	

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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	Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.A	Whether bidder falls under MSE (Micro Small Enterprise) Act. (If so, documentary proof to be submitted)	
20.B	Whether bidder is a MSE owned by SC/ST (If so, documentary proof to ne submitted)	

Place:
Date:

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

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

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 :

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & nos. of	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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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:

S. 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	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule		

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	format submitted with Bidding Document		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

DOCUMENTS & CERTIFICATION CHECKLIST

SL. NO.	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs. 1,00,000/-		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR(Exemption :NOT APPLICABLE)	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price)	Signed copy of SOR filled QUOTED/NOT QUOTED,	YES	NO

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	MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	ALONGWITH UNPRICED BID.		
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

Place:

Date:

[Signature of Authorized Signatory of Bidder]

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.**

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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	SEC. 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: _____

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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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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.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]

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SPECIAL CONDITIONS OF CONTRACT [SCC PART-A]

1. **RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:**

The contractor has to pay following wage components to the persons engaged by him in BCPL:

S.N	Wage components	Rates
1	Minimum wage	Minimum wages as notified from time to time by the Central Government or State Government, whichever is higher.
2	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13.36% of minimum wages
3	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	4.75% of minimum wage in case ESI is applicable. Where ESI is not applicable, the cost of insurance coverage obtained under Employee's Compensation Act, 1923 up to Rs. 10.86 lacs per contract worker will be reimbursed to the contractor by BCPL on submission of copy of insurance policy.
4	Bonus	8.33% of wage (To be paid to the contract workers during festival time by the contractor and seek reimbursement on submission of proof of payment of bonus)

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5	Death Gratuity	Death gratuity is cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disablement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed Under payment of Wages Act must be kept on record and should be considered for extending benefit.
6	Leave wages as per Factories Act /Rules or Shops & Establishment Act of respective State	8.33% of minimum wage will be paid in case contract worker does not avail leave. Compliance to be done in terms of the statutory provisions and same be reflected in Attendance register and Leave records by the contractor
7	Overtime for working extra work/Compensatory off (provision for over time should be made in the contract value as per requirement)	Overtime as applicable under Factories Act, 1948 or shops & Establishment Acts of respective State. Disbursement should be maintained in Overtime register prescribed in CL(R&A) Act, 1970.
8	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	Contractor has to distribute safety kit and liveries (2 pairs of shirts, trousers, shocks and one pair of safety shoes per year as per safety norms of BCPL).
9	Maternity benefit to women contract worker under Maternity benefit Act, 1961 where ESI Act, 1948 is not applicable	In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 26 weeks as the case may be in terms of Maternity Benefit Act, 1961. For miscarriage women worker will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will be get benefits available under ESI Act.

- A. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.

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- B. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.
- C. The contractors shall submit the Electronic Challans cum returns (ECR) along with blank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authorities and ESI contribution with ESI Authorities.
- D. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), ministry of Labour, Govt. of India.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract labour (R&A) Act, 1970, Minimum Wages Act, 1948, payment of wages act 1936, Workman Compensation Act 1923, Employee's State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- F. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-charge. After disbursement of wages the authorized representative and Engineer In-charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet/bank statement jointly.
- G. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H. The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I. All personnel deployed by the contractor should be on the rolls of the contractor.
- J. No contract worker below the age of 18 years shall be deployed on the work.
- K. The contractor shall engage supervisor's who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- L. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.



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- M. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry from Security Dept. through Engineer-in-charge for his employees.
- N. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all persons deployed by him.
- O. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of centre/state/local statutory authorities.
- P. All existing and to be amended from time to time the safety/fire rules of BCPL are to be strictly adhered to.
- Q. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per minimum Wages Act 1948 and payment of wages Act 1936.
- R. Payment of wages to the contract workers must be made through e-banking and duly stamped e-banking wage sheet/bank statement of the bank must be duly certified and signed by both the contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill.
- S. In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured/diseased. Contractor shall indemnify BCPL from all such liabilities.
- T. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- U. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/persons deployed from a civil govt. doctor before engagement.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of



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above, the owner/BCPL will terminate the contract immediately and may refer the case to police.

- W. The contractor hereby agrees to indemnify owner/BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/statutory authorities against owner/BCPL.
- X. The contractor is required to file Half Yearly in FORM XXIV before concerned ACL (Central) the Licensing Officer within 30 days from the end of Half Year.
- Y. The following documents shall be submitted by the Agency/contractor to the Engineer In-charge at various stages during the currency of the contract:
- a) Immediately after issuance/receiving of Letter of Intent (LOI) :
1. Application for issuance of Form-V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
 2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
 4. Copies of Appointment letters to the persons to be engaged in BCPL by the contractor.
 5. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged by BCPL.
 6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
 7. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
 8. Copy of Employee State Insurance registration certificate issued by concerned ESIC. (wherever applicable)
 9. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
 10. Copies of ESI Identity/smart card of persons to be engaged in BCPL.
 11. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.
- b) At the time of submission of monthly bills:
1. Monthly bill duly certified by the contractor or his authorized representative.
 2. Copy of wage register duly certified by the contractor or his authorized representative and EIC of BCPL.



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3. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor of his authorized representative and BCPL EIC.
4. Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and BCPL certifying as Certified that the amount shown in the column No..... has been paid to the workmen concerned through e-banking on . (date) at (place)
5. Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
6. Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.

AA Registers/document to be maintained by the contractor :

- a) Contract Labour (regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 : During the currency of the contract, the contractor has to maintain registers e.g :
 1. Muster Roll in FORM-XVIII
 2. Register of workmen in FORM-XIII
 3. Wage Register in FORM-XVII
 4. Register of deductions in FORM-XX
 5. Register of Overtime in FORM-XXIII
 6. Register of fines in FORM-XVI
 7. Register of advances in FORM-XXII
 8. Issuance and maintenance of Wage Slip in FORM XIX
 9. Issuance of valid Identity Card by the contractor in FORM XIV
- b) Employee State Insurance Act, 1948 : : During the currency of the contract, the contractor has to maintain registers e.g :
 1. Register of employees in FORM-6
 2. Accident Book in FORM-11
- c) Provident Fund & Misc. Provisions Act, 1952
 1. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
 2. Contribution card in FORM 4
 3. Return of contribution card sent to the Commissioner on expiry of the financial Year in FORM 6.

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4. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

BB. At the time of closure of contract :

The contractor has to obtain NO Objection Certificate (NOC) from HR department and submit Indemnity Bond of Rs. 100/- duly notarized indemnifying BCPL from all liabilities w.r.t. the persons by the contractor regarding payment of wages, Provident Fund /ESI contributions, Insurance and other payments in Performa Indemnity bond.

2. **GATE/ENTRY PASS OR AUTHORISATION :**

Entry to the officers is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t. police verification as per instruction of Security Department from time to time. Similarly entry for material/equipment's/tools/tackles etc. is restricted & subject to entry authorization by security department.

3. **AFFIDAVIT:**

The bidder shall submit an affidavit duly notarized to the effect “that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”.

4. **PF REGISTRATION (if applicable):**

Bidder must have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid.

The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.



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PART-B **SPECIAL CONDITIONS OF CONTRACT [SCC]** **SPECIAL CONDITIONS OF THE CONTRACT (SCC):PART-A**

**SUBJECT: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES
FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL
TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.**

1. GENERAL INFORMATION

1.1 The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding the sub-divisions of the documents into separate sections, each part shall be deemed to be supplementary of every other part, and shall be read with and into the Contract so far as it may be practicable to do so. Wherever any portion of the "GCC" is repugnant to or at variance with any provisions of the "SCC", unless a different intention appears the provisions of the "SCC" shall be deemed to override the provisions of "GCC", and shall to the extent of such repugnancy or variations, prevail. In case of any contradiction, the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.

2. CONTRACT VALUE

2.1 The value of work under the Contract shall be as per the 'quoted/accepted rates' in "SOR", excluding Service Tax [and Cess thereon], which shall be payable extra at actual by BCPL. However, the quantum of work may vary to any extent, plus or minus the quantities indicated in the enclosed "SOR" - minimum value of work is not guaranteed. Quantities mentioned in "SOR" are only indicative / tentative and the same may be subjected to variation in both ways. The Contractor shall not seek any revision in the 'quoted/accepted prices' on account of any such variation in quantities.

3. DURATION OF CONTRACT / CONTRACT PERIOD

3.1 The duration/period of the Contract for execution and completion of all jobs defined under "Scope of Work", shall be **“Two [02] years”** from the date of issue of "Letter of Intent [LOI]", or as may be mentioned therein. The same is inclusive of a '**mobilization period**' of **'ten [10] days'** for deployment of manpower and other contextual activities to ensure smooth execution of the jobs/services under the Contract.

The Contract can be extended at the discretion of BCPL, for a further period of 'six [06] months' on the same rates, terms and conditions.

Work shall also be carried out on all days of week, including Sundays, Holidays and whenever required as per the instruction of the EIC.

4. SCHEDULE OF RATES [SOR]

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4.1. The "Schedule of Rates [SOR]" shall be read in conjunction with "SCC", "GCC", "Scope of Work" and any other document forming a part of this Contract. The quantities indicated in the "SOR" for the various items are only approximate / indicative, and are subject to variations on both ways, as per the stipulation made in "GCC".

4.2. BCPL reserves the right to interpolate or extrapolate the rates for any new item of work not covered in "SOR" from the similar items already available in "SOR". All the works, item-wise, shall be measured upon completion & paid for at the contracted rates. In case, any activity, though specifically not covered in the "SOR" description, but the same is covered under "Scope of Work", etc., no extra claim on this account shall be entertained [as "SOR" is to be read in conjunction with other documents forming part of the Contract].

4.3. All items of work in the "SOR" shall be carried out as per the specifications, relevant codes & instructions of the "EIC" and the quoted rates are deemed to be inclusive of all materials, consumables, labor, supervision, tools and tackles, cost of various tests, inspections as well as preparatory, incidental, intermediate/auxiliary/ancillary or enabling works.

5. VALIDITY OF QUOTED RATES

5.1 The 'quoted/accepted rates' shall remain valid for the entire duration of the Contract, and no escalation whatsoever shall be permissible after award of the Contract.

6. TAXES AND DUTIES

6.1. The rates/prices quoted in the "SOR" shall include all taxes [**except Service Tax, and Cess thereon**], duties, W.C.T., cess, other levies, etc., Employer's share of Provident Fund, insurance charges, all other levies, etc., as applicable. BCPL shall not entertain any such claim, whatsoever, on this account at a later date.

6.2. The rates/prices quoted in the "SOR" shall be inclusive of all tools, Contractor's supervision, transportation, overheads, profits and all consumables/non-consumables.

7. TERMS OF PAYMENT

7.1. The rates of eatables and other beverage to be served by contractor under this Contract as fixed by BCPL will be payable by guests, and the same **shall remain fixed during the entire duration of the Contract. BCPL shall not be liable to entertain any additional claim by the Contractor for any reason whatsoever.**

7.2. Payments shall be released only through 'e-banking'/ 'cheque' by "In-charge [F&A] -BCPL", **within Fifteen [15] days** of submission of 'monthly running account bills', duly verified and certified by the "EIC". No other mode of payment shall be made. Contractor while submitting their bid should advise their account in any branch of the bank(s) that has the e-banking facility.

7.3. Necessary recoveries and all statutory deductions shall be made as per the relevant rates [as per rules and regulations of the Government] from the payments to the Contractor.

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8. SUPPLY OF MATERIAL

8.1. The Contractor shall, at his own expense provide material required to complete the work covered under the scope of the Contract.

8.2. All materials to be provided by the Contractor shall be 'ISI-marked'/'AG mark' or in conformity with the specifications/makes keeping in view of good quality/standard (As per **Annexure-B**). A broad list of items is given in '**Annexure-C**' to this 'Section-IV' which Contractor may be requiring under the Contract. The list is indicative only and by no means exhaustive. The Contractor shall also supply material, with no extra cost [to BCPL], which is not indicated but may be required during the work.

8.3. The Contractor, at his own expense and without delay, shall forthwith arrange to submit the fresh samples complying with the specifications laid down in the Contract to the "EIC" every quarter for approval. The "EIC" shall intimate to the Contractor in writing, whether samples are approved within 'seven [07] days' of submission of samples.

8.4. The "EIC" shall have full powers to reject any or all the materials brought to site by the Contractor which are not in accordance with the Contract-specifications or do not conform in character or quality to samples approved by other means.

9. RESPONSIBILITIES OF THE CONTRACTOR

9.1. Contractor shall ensure that **trained and experienced manpower** are deployed to look after the guest(s) and providing them necessary services at the Guesthouse whenever required round the clock. The contractor must ensure that there should be sufficient number of personnel (**on an average 18 nos. on daily basis, as per past experience**) deployed at Guesthouse to provide smooth services as per scope of work on round the clock basis. The Contractor shall be under obligation to provide effective services and it is expected that the Contractor will provide/deploy his own personnel having necessary competency and in-line experience. The personnel so deployed by the Contractor during the currency of the Contract in Guesthouse, will have nothing to do with BCPL directly or indirectly and the Contractor shall be their sole Employer.

9.2. The Contractor shall provide 02 nos. of uniform to his staff/personnel from the start-date of the Contract. Winter clothing shall be the part of this uniform. Color and specifications of the uniform for the personnel engaged to provide the services in Guesthouse is specified in the **Annexure-E** and it shall be full satisfaction of "EIC".

9.3. All the working staff of the Contractor deployed under this Contract should be professionally qualified and should have required experience as per **Annexure-F** in their respective fields.

9.4. The Contractor shall submit a **list of his proposed employees after award of Contract along with details of qualifications and experience**. Qualification of the personnel engaged to provide the services in the Guesthouse is specified in the **Annexure-F** and it shall be to the full satisfaction of "EIC". It shall be the responsibility of the Contractor to provide **Police Verification** documents of these proposed workers to the "EIC" before their deployment under this Contract. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's employees. BCPL



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shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

9.5. **Periodical health checkup** of the employees deployed by the Contractor at least 'Once in a year', shall be the responsibility of the Contractor. Expenses to this effect shall be borne by the Contractor. He will submit satisfactory Periodical health checkup report to "EIC" for records.

9.6. Articles, foodstuff, etc. brought by the Contractor, his personnel or representative inside the premises of the Guesthouse shall be liable for security checks, gate pass system or any other system put into force from time to time.

9.7. The Contractor shall ensure that his employees are courteous, and their behavior & manners are good towards all employees of BCPL, guests, participants, etc.

9.8. No employees of the Contractor other than the employees on duty in night shift shall be allowed to stay in the designated premises in BCPL Township during night-time or to use these places for residential purposes unless otherwise approved by "EIC".

9.9. The Contractor shall ensure that sufficient number of personnel deployed should stay within an area of '**four [04] kms**' from their workstation [i.e. Guesthouse] so that they can be called up during emergency.

9.10. The Contractor shall provide extra services **on-call basis [if required] during VIP-visit or on-need basis and the charges payable for non-specified items, services, etc. will be as per the mutually agreed rates and based on the market rates.**

9.11. The Contractor shall make regular and full payment of wages, salaries and other payment as due, as per the laws (**on or before of 7th day of every month**) in presence of / representative deputed by "EIC", to his supervisors/workmen deputed for the work and furnish necessary proof whenever required. Along-with the monthly running bills, Contractor must submit a copy of the payment register duly signed by the personnel engaged by the contractor.

9.12. The Contractor shall make all arrangements to ensure to use and **refill of Commercial LPG cylinders only at his own cost.**

9.13. The Contractor shall supply necessary toiletries i.e. sanitary/urinal cakes, soaps, Odonil, air-purifiers, toilet paper, naphthalene balls, chemicals, disinfectant compounds, detergents, liquid soaps, acids, etc. (As per **Annexure-C**) of good quality and in sufficient quantity from time to time and as and when required at his own cost.

9.14. The Contractor will be solely responsible for any loss, damage to BCPL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel in that case cost of the said item(s) **shall be recovered from the party on the prevailing 'market rates' as desired by "EIC".**



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9.15. The personnel engaged by the Contractor will have nothing to do with BCPL directly or indirectly, and the Contractor shall be their 'Employer'. They will also not work elsewhere during the period engaged by him at Guesthouse; BCPL shall have no liability whatsoever concerning Contractor's employees.

9.16. The Contractor shall arrange effective supervision of the upkeep, maintenance and catering/services in Guesthouse, Fine dining, Dining Hall including his personnel working in guest house.

9.17. In case it is felt by the authorized officer of BCPL that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor.

9.18. The Contractor shall issue '**photo-identity cards**' to all his workmen/supervisor as per prescribed format/card. The Contractor, his representative and their workmen may be subject to police verification regarding their antecedents, etc. The Contractor will ensure that his workmen/supervisors display their names in a "**badge**" and are in uniform while on duty.

9.19. The Contractor shall ensure that his personnel must wear uniform as mentioned in **Annexure-E** at all times within the premises of the Guesthouse on all days.

9.20. The 'quoted rates' shall include cost for all essential and contingent works, which although not specifically mentioned in this Contract, are necessary for the work to the satisfaction of BCPL.

9.21. If the Contractor fails or neglects to observe or perform the terms and conditions of the Contract, BCPL may:

(a) Hold the Contractor liable for all the losses or damages caused to BCPL by such failure or neglect.

(b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance/dislocation or stoppages and **recover such losses from the amount payable to the Contractor.**

9.22 The Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time at Lepatkata.

9.23 The Contractor shall use the premises only for the purpose of this Contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of BCPL in writing.

9.24 The Contractor shall work under the supervision of the "EIC" or authorized officer(s) of BCPL, as may be nominated from time to time. The Contractor shall be deemed to be in possession, sole, exclusive or otherwise of the premises or any part thereof, which shall always be in the exclusive possession & control of BCPL, the Contractor having only permission to make use thereof, as necessary, incidental to running & managing of the Guesthouse.



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9.25 The Contractor shall not in any way obstruct the officer(s) of BCPL, or other person(s) employed by BCPL for the purpose from entering the premises in order to inspect the same or the fittings therein or carry out any repairs, additions or alterations.

9.26 The Contractor shall implement **faithfully all suggestions and directions made by nominated BCPL officials to improve the efficiency of the services in the said Guesthouse.**

9.27 The Contractor would also have to give one [01] months' notice in writing for termination of the Contract. Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of 'two [02] years' of the Contract. **The Contractor shall submit an inventory list of all the items present along with the monthly bill.** The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings, furniture, TV's, utensils/utilities and all other items and equipments, etc. on the last day of the Contract with matching the list of items provide by BCPL at the start of the contract.

9.28 The Contractor shall **not assign or transfer/ sublet** the Contract of running or for conduction of the business of the Guesthouse to anyone, nor shall appoint any sub-Contractor for the said purpose, nor shall sub-let the premises or any part thereof to anyone whosoever. Any violation to this effect shall be liable to termination of the Contract.

9.29 In the event of the Contractor suspending or abandoning services without giving proper notice to the "EIC" without handing over charge of the assets and materials entrusted to him by BCPL, the whole of the 'Security Deposit' and other dues payable to him shall stand forfeited, and the Contractor shall also be liable for any legal action as deemed fit for breach of Contract and the loss suffered by BCPL.

9.30 Timely and courteous service, good quality of eatables and supply of hygienic linen are the essence of the Contract.

9.31 All materials to be provided by Contractor shall be of reputed and standard brand and shall be in conformity with the relevant specifications, 'BIS' or 'AG-mark' -specifications' wherever applicable and of makes after discussion with "EIC".

9.32 The "EIC" shall have full powers to remove any or all of the material brought to site by the Contractor which are not in accordance with the Contract-specifications, or date of expiry of the material has crossed or do not confirm in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the "EIC" shall be at liberty to have them remove by other means. The "EIC" shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may be incurred for such removal and/or substitution their job shall be borne by the Contractor, in addition to imposing penalty as per the contract.

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9.33 The "authorized officer(s) / concerned official(s) / EIC" of BCPL shall in their own discretion make inspection at any time and **record suggestions / complaints in the register**. Appropriate action must be taken to correct discrepancies, if any, made therein.

9.34 No unauthorized person(s) should be permitted / seen within the premises of the Guesthouse. No relative/acquaintance of the Contractor or his worker(s) shall be allowed inside the Guesthouse-premises.

9.35 BCPL will covenant with the Contractor as follows:

(a) That the possession, administration and management of the said "Dining Hall, Conference Room, kitchen and stores situated in the Guesthouse-premises" shall continue to vest with BCPL during the subsistence of this Contract.

(b) That rate of all food and beverages items shall be approved by BCPL and notified/displayed in each room/Dining Hall for the information and guidance of guest(s) by the Contractor. The present and revised rates are attached as **Annexure- A** for your reference.

9.36 Provided always and it will be mutually agreed by and between the parties as follows:

(a) If the Contractor goes, into liquidation or commits, any breach of any of the clauses of the terms and conditions of the Contract, then and in any such case, it shall be lawful for BCPL to terminate the Contract forthwith.

(b) That any notice required to be served under this Contract and not otherwise provided for shall be sufficiently served on BCPL, if forwarded by registered post to its Office at Brahmaputra Cracker and Polymer Limited, Admn. Building , Lepetkata addressed to the "EIC".

(c) The Contractor will ensure that all personnel engaged are **medically fit supported by certificates from a medical practitioner [MBBS]**. The Contractor will furnish medical certificate of staff deployed. All the employees of Contractor shall be subject to medical examination at Contractor's own cost by the doctor nominated at First Aid Centre or by BCPL-empanelled hospitals from time to time. On such examination, if any of the staff of the Contractor found medically unfit or not suitable for employment under this Contract, the Contractor shall have to relieve such employee forthwith. The Contractor shall be responsible for any compensation to such employee.

10. COMPOSITE HYGIENE SCORE

10.1 A very high standard of hygiene has to be ensured by the Contractor. Various aspects/points which are to be considered for assessing the 'hygiene factor' is given in detail in 'Annexure-D' [Form: I & II] to this 'Section-IV'. The 'Composite Hygiene Score' of Guesthouse will be checked on daily basis as per 'Form-II' and the same is to be submitted to "EIC" on daily basis. Contractor shall also ensure that all the requirements given in 'Form-I' are complied with. The Contractor has to ensure that the percentage of 'Composite Hygiene Score' of Guesthouse is **always above 96% [minimum acceptable 'Hygiene Score']**.

11. SPECIAL INSTRUCTIONS TO THE CONTRACTOR

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11.1. In addition to the menu at 'Annexure-A', rate-list for certain additional items shall be prepared by BCPL and the Contractor jointly. These items shall be served against specific orders [to be placed **'three (03) hours' in advance for breakfast/lunch/dinner**].

11.2. The contractor shall provide a PC of latest model with Scanner, Printer and Photocopy facility in the office of Guesthouse for keeping records of visitor and other use as per the requirement. The caretaker / supervisor should be acquainting to use the computer.

11.3. An '**Occupancy Register**' shall be maintained at reception for recording the details of the users of the Guesthouse and the occupancy status to be sent daily to the EIC by the caretaker/supervisor.

11.4. A '**Visitor Book**' shall be maintained at reception for recording observations of the users of the Guesthouse.

11.5. A '**Feedback Register**' and Guest Feedback form shall be provided by BCPL, which shall be made available to the occupants/guests for recording their comments before settling/vacating respective rooms.

11.6. The contractor shall provide daily **occupancy status to "EIC" on daily basis thru mail/ by hand** without fail.

12. PENALTY

Penalty shall be as per following :-

SN.	VIOLATIONS	PENALTY (RS.)
1	Up-keeping is not found satisfactory, till the services are found to be satisfactory. Decision of penalty is at complete discretion of "EIC".	1,500/-
2	Contractor procures materials, which is of substandard and not approved by the "EIC" /occasion.	1,500/-
3	On running meals (breakfast, lunch, dinner, tea, etc.) if any shortfall w.r.t. quality or quantity is found, / such instance per item shall be imposed on the Contractor.	1,500/-
4	If any of the personnel are found without proper uniform or uniform found poorly maintained/ per person/per day.	800/-
5	Delay in rendering services beyond reasonable period (15 minutes, subject to a maximum of 10% of the monthly service charges, shall be levied on the Contractor's monthly bill.	500/- per occasion
7	In the event of unsatisfactory service or supply of poor/substandard quality/quantity of food.	1,000/- per Lapse
8.	In case the successful bidder/Contractor is not able to mobilize within the time specified above, (to the successful bidder/Contractor).	500/-per day
9.	In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score'], a penalty of for that month will be imposed on the Contractor.	2,000/- Per month
10	Contractor fails to supply mouth-freshener or not re-filled the bowl in any of the programme,	200/- per instance

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11.	In case amount collected from guests towards room-rent is not deposited within 7 th of the next month	2,000/- per week
12.	Non Information of appliance about not working to HR Representative	200/- per instance.
13.	Absence from Duty without prior authorization by EIC/HR Representative/instance/person.	1, 000/- per instance per person.
14.	Unauthorized use of Extv, Room by Guest House personnel/instance	2,000/- per instance
15.	Non Cleaning of Toilets/Wash Rooms/ Urinals/Commodes/Wall & Floor Tiles/instance.	500/- per instance
16.	Non cleaning of Conference Room/Podium/Conference Table./Table mike/day	1,000/- per instance
17.	Non Cleaning of venetian blinds/ window/instance	500/- per instance
18.	Non Cleaning of Gas Oven/Tava/Microwave oven/Mini Fridge// Other refrigerator	500/- per instance
19.	Poor Upkeep of Kitchen/Kitchen Stores/Other stores/ instance	500/- per instance
20.	Poor Up keep of Fine Dining/ Gym Room/instance	500/- per instance
21.	Non Keeping of all prescribed toiletries in VIP & Extv. Room	1,000/- per instance
22.	Non Keeping of all prescribed toiletries in Extv. Room	500/- per instance
23.	Non Lifting of all types of garbage (de-gradable /non degradable/ food waste/ Glass waste etc	500/- per instance
24.	Poor Upkeep of Utensil washing area/ instance	1,000/- per instance
25.	Non Cleaning of Bain marry, support food counters etc.	500/- per instance

12.6 Contractor shall ensure that peace and order is maintained in the premises. If the peace is disturbed due to any lapse on the part of the Contractor, a penalty as determined by BCPL may be imposed upon the Contractor. Continuing nuisance of this type would render to the termination of the Contract without notice by BCPL.

13. OBLIGATIONS OF BCPL

13.1 Furnished accommodation for guests in Guesthouse along with air-conditioner(s), TV's, room-heaters/blowers, air cooler(s), electrical fittings and other equipments shall be provided by BCPL.

13.2 Renovation/additions to the building or repair of major electrical fittings & equipments, air-conditioners, plumbing works, etc. and replacement of items provided by BCPL when rendered unusable due to wear and tear after observing necessary formalities twice in a year [June-December]. For this purpose, the Contractor shall intimate the date and time to "EIC" to inspect the damaged items/property. Any damage to capital items due to the negligence of the Contractor shall not be under the purview of this provision.

13.3 Payment of electricity, water, conservancy, and telephone bills, house tax and municipal tax to the appropriate authorities shall be made by BCPL.

13.4 BCPL shall provide cooking gas connection only. However, **gas is to be arranged and the cost to be borne by the Contractor. Contractor shall ensure safety in storage, transportation & usage of LPG as per applicable safety regulations.**

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13.5 In case of breach of Contract, BCPL will have the right to seize all the items of the Contractor lying in its premises in addition to other remedies like forfeiture of 'Security Deposit', legal actions for recovery of damages, etc.

13.6 That the premises shall be in possession of BCPL and the Contractor is only permitted to enter the premises to carry out the contractual obligations. Whenever the Contract is terminated, or the Contract comes to an end, or BCPL decides that the Contractor should not be allowed to continue in the premises of any facility, etc., the Contractor shall leave BCPL -premises as well as any other premises. The Contractor is only permitted to make use of BCPL -premises and the Contractor is to prepare & supply articles/items and provide upkeep & maintenance services as per the terms of this Contract.

13.7 Vacuum cleaners, furniture & fixtures, linen, blankets, table-covers, crockery & cutlery, kitchenware, microwave oven, etc. shall be provided by BCPL.

14. TAX LIABILITIES

14.1. The rates/prices quoted in the "SOR" should be inclusive of all expenses of transportation, overheads, profits, etc. The same should also be inclusive of all taxes [except Service Tax, and Cess thereon], duties, levies, statutory payments, license fees, etc., imposed by the Government of Assam Works Contracts, etc. While quoting the prices, the Bidder shall take into account all these aspects and no separate payment on any account shall be payable to the Contractor at a later date.

14.2. Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Govt./Govt.-Deptt./ Agency/Body including local autonomous bodies from time to time without any extra claim from BCPL. **However, Service Tax payable by the Contractor, if any, shall be reimbursed on production of receipt thereof.** BCPL shall have no liability on these accounts, and Contractor shall indemnify BCPL from any such liability, even if it arises in future.

14.3. Income Tax deductions shall be made from all payments to the Contractor as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, Contractor shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the Income Tax Department.

15. ENGINEER-IN-CHARGE [EIC]

15.1. The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.

15.2. The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final and binding on the Contractor.



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15.3. The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work" and/or "SOR" shall be final and binding on the Contractor.

15.4. The "EIC" shall be authorized to impose penalty for all deviation of contract as per **Clause-12** of this contract.

16. ADHERENCE TO SAFETY REGULATIONS

16.1. All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace is strictly prohibited.

16.2. Contractor shall also ensure that all existing and amended Fire & Safety Rules/Policies of BCPL are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility.

16.3. BCPL will not be responsible for any accident/mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

16.4. BCPL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

17. NUISANCE

17.1 The Contractor shall at any time not do or permit any nuisance in the area of work in Guesthouse at BCPL, Lepetkata '**two hundred [200] meters**' of Guesthouse-area or do anything which shall cause unnecessary disturbance or inconvenience to BCPL-officials/tenants/occupants of other properties near the work-location and to the public in general. Further, BCPL may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activities, causing damages to BCPL's personnel / property. Additionally, the Contractor shall bear all costs for keeping law and order situation under control.

18. TERMINATION OF CONTRACT

18.1. In case, the Contractor's performance is not found satisfactory as per the opinion of "EIC" at any point of time during the Contract, the Contract may be terminated by giving a **one [01] months' notice**. Any loss incurred by on this account shall be recovered from the Contractor. BCPL may engage another agency to complete pending jobs under this Contract at the risk and cost of the Contractor. If it is observed that work cannot be completed within the stipulated time, BCPL may get the work done through other agency(s) at the risk and cost of the Contractor.

18.2. Without prejudice to any rights under this Contract, if the Contractor dies, the "EIC" on behalf of BCPL shall have the option of terminating the Contract without compensation to the Contractor.



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18.3. On completion/ termination of the contract, the contractor will hand over all the materials/ equipments with the detailed list of all materials to "EIC".

18.4. On completion/ termination of contract the contractor has to attain a No objection Certificate duly signed by "EIC".

SCOPE OF WORK/SERVICES:

The party shall provide Catering, Housekeeping and Maintenance services in BCPL Guest House and Bachelor Hostel at Lakwa on regular basis.

- 1.** Maintenance and up-keep of the entire Guest House and Bachelor Hostel including rooms and common areas (minimum requirement) to keep it clean by sweeping swabbing and upkeep is one of the important activity of this contract.
- 2.** Regular maintenance and cleaning of area meeting the prescribed Hygiene standards by using proper material, tools/tackles & equipment's is in the scope of this contract.
- 3.** Special Events' Arrangements: There may be special arrangements organized besides regular activities in which the contractor may be asked to provide the services. For such arrangements if any of food menu is different or in addition, the rates shall be mutually decided prior to the event takes place.
- 4.** Proper regular care for the safe maintenance of fittings, fixtures, T.V. equipment and furniture will be the sole responsibility of the contractor. Any damage and or loss caused to the above either by the contractor himself or by any of his employees shall be made good by the contractor at his own cost immediately.
- 5.** Sufficient stock of items such as consumable raw materials, packed and bottled items shall always be maintained so as to meet normal requirement and any immediate needs of Guests / BCPL employees. The contractor shall not be permitted to stop supply of any item for any reason whatsoever.
- 6.** Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc. to be served to the Guests / BCPL employees shall be fresh and of good quality and manufactured by well-known manufactures. Lists of few branded items have been mentioned at Annexure "B".
- 7.** The contractor shall ensure that beverages and eatables prepared are not sub-standard. BCPL reserves the right to reduce the prices or refuse the payment of such items already served/supplied.
- 8.** The used cups, saucers, tea pots, utensils are washed with good quality utensils cleaning powders. Used utensils / bowls are to be additionally washed in hot water.
- 9.** Tea leaves, leftover food will be collected in proper refuse bins and disposed of immediately.
- 10.** The contractor shall exclusively manage catering arrangements like supply of tea / snacks, meals etc. as and when demanded on the specified rates fixed by the BCPL.
- 11.** The contractor shall directly collect money against bills raised for the amount due to him from employees/guests for supply of food stuff and BCPL shall not be responsible for any amounts / due of the contractor arising out of supply of foodstuffs supplied by him to any employee/guests.
- 12.** The contractor shall maintain the premises in proper; and hygienic condition as per the satisfaction of BCPL's representatives.
- 13.** **Catering :**

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- i. The contractor will prepare food (Break Fast, Tea/Snacks, lunch and Dinner) under hygienic conditions in the kitchen on every day for the guests on chargeable basis at approved rates.
 - ii. Break Fast, Lunch, Dinner, Tea, Coffee, Cold Drinks and snacks will be served as per the requirements to the guests and other visitors as per approved menu and rates. Tea, Coffee, Cold Drinks and snacks will be served round the clock as per the requirements.
 - iii. Preparation of Tea, Coffee and Meals under healthy and hygienic conditions and serving the same to the guests of BCPL or any other visitor as instructed by EIC in their room in the guest house building premises etc, at the approved rates and required on all working days including Sundays, holidays etc. It also includes the procuring and serving of Branded, Packed fresh Snacks, Biscuits, Beverages, and Ice-Cream etc. The services are to be provided at Guest House which is enumerated in Annexure-H.
 - iv. Supply of beverages and meals in suitable crockery and utensils, serving lunches and dinner during meeting as per notified timings, taking proper measures and precautions for fire hazards, supply of tea, coffee, meals etc. in the rooms and within the premises as per the instruction EIC, to the officers & staff in proper serving discipline picking up the utensils / crockery and left over including cleaning of the tables and proper upkeep of the crockery and cutlery and kitchen utensils. The persons engaged for catering services should be in proper uniform at the time of serving and should be neatly and properly dressed. Catering services are required to be available normally round the clock on all days. The services are required to be prompt & to the satisfaction of the officials/guests in a professional and decent manner.

14. HOUSEKEEPING :

The party shall provide services, dusting and cleaning (dry & wet) with cleaning equipment's of all the furniture and fixture items consisting of all rooms, passage, pantry, toilets, Cafeteria/Dinning hall and Sports room including car parking area of guest house building, Guest House surrounding low depth drains, etc.

15. DISPOSAL OF GARBAGE:

It shall be responsibility of the contractor to dispose-off garbage, during the operation of this Contract at least twice in a day and / or at any time when garbage is accumulated in a large quantity than the capacity of dustbin/garbage drum. The contractor shall ensure that garbage should never be kept overnight in the premises of BCPL Guest House and Bachelor Hostel and disposed of at the designated place.

16. FOOD MENU:

Types of menu have been provided as per **Annexure- A**. BCPL shall in its discretion order for any of the menus.

- i. The items required to be supplied by the Contractor are attached to these tender in Annexure-A (Fixed rate items). The Contractor shall neither keep nor allow consumption of alcohol in the service area within the premises of the Guest House. In the event of any dispute regarding quality, quantity of tea, coffee, snacks, meals etc. the decision of the EIC shall be final and binding on the Contractor. The Contractor shall ensure that all eatables, tea, coffee, including raw materials etc. are of good and standard quality as per specified brands and preserve and supply in sufficient quantity. No left over of cooked vegetable, meals or wet snacks shall be served next day and the Contractor shall dispose of the same at his option and cost. For raw material, preserved foods / snacks & drinks special attention to be given on date of expiry & the expired item should be dumped immediately to avoid usage.
- ii. In case of any violation of "Food Adulteration Act" the Contractor shall be held liable and he shall also furnish a declaration / undertaking to Appropriate Authority. The Contractor shall comply with the Municipal and other regulation, rules and by- laws relating to preparation and sale of cooked food stuffs and obtain at his own cost

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the necessary License / Permit etc. in his own name. BCPL (India) Ltd. will not be responsible for any lapse on this account.

- iii. Contractor shall ensure that manager, cook and service staff employed by him are trained and experienced in carrying out the services in hygienic and presentable manner.
- iv. The contractor shall ensure that he will keep a Suggestion/Complaint Register at a prominent place at BCPL Guest House and Bachelor Hostel at Lakwa. The register shall be reviewed by the EIC on a monthly basis. In case of recurrence of complaints regarding quality and service, the contractor shall be liable to be penalized as per the provisions of contract and as decided by the EIC.
- v. The Contractor shall ensure that all service boys/persons engaged in cooking and serving of Tea/Snacks/Lunch/Dinner etc. and other eatables, are provided with proper food handling gloves and should turn out in clean clothes/uniform.
- vi. The contractor shall be required to fix and display the menu for breakfast, lunch and dinner consultation with the EIC. The menu will be fixed and displayed once for every week and any deviation in the same shall be permitted with prior consultation of EIC.
- vii. Contractor shall ensure that tea/coffee in the Guest House is served only in good quality cups, which shall be able to withstand the temperature of tea/coffee served and shall not collapse/buckle while serving.
- viii. The eatables served by the contractor to the Guests / BCPL employees shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies. Dishes containing such things shall be rejected.
- ix. Non-vegetarian dishes shall be made of fresh and good quality mutton, chicken or fish etc. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces will be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
- x. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The contractor shall be responsible for their hygienic fitness. Milk and milk product such as curd, yoghurt shall be of good standard and should be prepared and served fresh.
- xi. The contractor shall ensure that beverages and eatables prepared in the Guest House are not sub-standard. BCPL reserves the right to refuse the payment of such items already served/supplied.
- xii. Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc. to be served to the Guests / BCPL employees shall be fresh and of good quality and manufactured by well-known manufactures. An illustrative list of brand of such items to be used/served for Guest House services is attached in ANNEXURE-H.
- xiii. If any of the above mentioned items are found to be of substandard quality the same shall be rejected outrightly. If authorized representative of BCPL found such adulterated/ rotten or poor quality raw material or items cooked out of such items, has right to destroy such items on the spot without any compensation to the contractor, whatsoever.
- xiv. BCPL shall not be responsible for any amounts / due of the contractor arising out of supply of foodstuffs supplied by him to any person / individuals unless order has been placed officially.
- xv. Proper maintenance & washing of Guest House, Utensils, Equipment, and other appliances etc. in well hygienic manner will be the responsibility of the contractor. Any damage and / or loss caused to the all items either by the contractor himself or by any of his employee shall be made good by the contractor at his own cost immediately.

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- xvi. The contractor would be required to serve for any function in the Guest House or other location for which he may be required to have heating arrangements like candle burners/gas burners, table ware and thermo ware etc. at no extra cost to BCPL.
- xvii. Regular maintenance and cleaning of Guest House and surroundings by using proper tools, equipment and cleaning materials shall be done by the Contractor.
- xviii. It shall be the responsibility of the contractor to dispose-off garbage in his own expense at least twice in a day in a designated place or as per instruction of EIC. The contractor shall ensure that garbage should never be kept overnight in the Guest House premises.
- xix. Furniture, fixtures, kitchen equipment, exhaust fans, TVs, Fittings etc. shall be kept in clean and tidy condition such that no scratches or damage occurs to these items.
- xx. The contractor shall keep sufficient stock of cup-saucer, glass, spoon, casserole, tea containers, and other small utensils from his expenses as an alternative arrangement in case of need or the same required in large numbers during the functions / events.
- xxi. All equipment and items handed over to the contractor shall remain at the risk and in the sole charge of the contractor. The contractor shall be responsible for any loss or damage thereto, arising from any cause other than the accepted risks and shall deliver in its proper condition at the time of expiry of the agreement / Contract. An inventory of these items will be made out and signed by the contractor and BCPL's representative.
- xxii. In Guest House, BCPL will not provide any piped gas / LPG Cylinder but provides only GAS stove. The contractor shall make his own arrangements for Gas in the Guest House.
- xxiii. The contractor shall attend the meeting of EIC as and when called for and also implement the decision of EIC for the betterment of Guest House services.
- xxiv. The contractor shall perform all work/activity relating to Guest House services as per standard operating procedure to be provided by the Management.

17. UPKEEPING SERVICES AT GUEST HOUSE:

The Contractor shall provide adequate number & quantity of liquid soaps / soaps at the washbasin of dining area at the Dining Hall/Guest House. The Contractor shall also provide Air Freshener of reputed brand & all other cleaning materials as per ANNEXURE-E.

(i) The company provides adequate number of Towels, Bed Sheets, Pillow Covers and Window Curtains to the caretaker / contractor of Guest House at the beginning of the contract along with a list of such items. The same items need to be returned by the contractor at end of the contract with applicable wear & tear of items. The Contractor shall replace the towels/ bed sheets / pillow covers in all rooms including dining area on daily basis.

(iii) The Contractor shall also provide adequate number & quantity of liquid soaps / soaps at the washbasin of dining area at the Guest House.

(iv) The Caretaker should verify the Identity Card of each Guest at the time of Guest Check-In and enter the details with signature of the guest(s) in the Register & keep a copy of ID proof for Records.

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(v) The Stay/Food bill shall be raised by the Contractor and payment from the guest for meals/ breakfast/snacks will be collected directly by the contractor/his representative except for company guests, for who bills to be raised BCPL for payment.

(vi) The room(s) shall be allotted as per the instructions of the EIC of the Contract. The Contractor has no discretion for the allotment of the room(s). The Company has fixed the nominal Tariff charges for the rooms in the Guest House. The Contractor has to collect these nominal charges from the Guests. The Contractor shall also deposit the total amount of nominal Tariff charges on monthly basis to the Company along with monthly bills. If the contractor fails to deposit the nominal Tariff charges collected from the Guests then the same amount will be recovered from the contractor's monthly bills. The EIC/Authorized representative of BCPL will periodically check the Guest Register. For any deviation or for anything, the decision of EIC is final and binding by both the parties.

(vii) The Contractor shall at any time keep minimum number of Upkeep material in stock at Guest House as per the ANNEXURE- H.

(ix) Readiness of rooms for Guests:

- a) The contractor shall be responsible to keep room/s ready in all respect within 01 hour of the vacation of the room/s by the guests.
- b) The contractor shall ensure that linen of rooms during the stay of guests is changed on every day.
- c) The contractor shall be responsible to replace linen of rooms in case the room remains vacant for more than 03 days.
- d) The contractor will also ensure that linen is changed as & when requested by the guest(s).

18. PERIOD OF CONTRACT:

The contract will be for a period of 24 months from the date of start (or till handing over of Lakwa Plant to M/s BCPL) of providing services and may be extended for a further period of six (06) months at the same rate, terms and conditions at the sole discretion of BCPL.

19. SCHEDULE OF RATES:

The rate of the items as approved by BCPL shall be firm during the period of contract and no escalation of whatsoever nature shall be allowed to the contractor during entire period of contract unless otherwise specified in the tender.

20. SERVICE TIMINGS: GUEST HOUSE

For the Guests/Employees, round the clock refreshment services like serving of Tea, Coffee, fresh/branded snacks, biscuits, chips and Cold Drinks will be available. The Breakfast, Lunch & Dinner should be served as per the below mentioned timings.

Breakfast – From 7 AM to 10 AM

Lunch - From 1 PM to 3 PM

Dinner - From 8 PM to 10.00 PM

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These timings are indicative and can be changed by the ENGINEER-IN-CHARGE depending upon the requirement from time to time. The Contractor shall also ensure that the Branded packed snacks and beverage will be available on round the clock basis.

22. RATES OF ITEMS:

- i. The rates of items to be served are mentioned in ANNEXURE-A. The rates of the items mentioned in Annexure-A are FIXED and including all taxes and duties. However, the EIC may decide the price of any food items not mentioned in the aforesaid list in consultation with the contractor.
- ii. The fixed monthly Caretaking, Catering & Up keeping charges & service Tax for Guest House as mentioned in Annexure- B are to be quoted by the bidder in the Schedule of Rates (SOR) of the tender, which shall be considered for evaluation of prices and deciding inter-se-ranking of the bidders. The contract shall be awarded to the overall lowest (L1) bidder. As quoted by the Bidder, the service tax and CESS thereon, which will be paid extra at actual on production of cenvatable invoice.
- iii. Contractor must ensure about the workability of the rates and monthly Service Tax for Guest House before filling the “SOR”. During currency of the contract these rates shall continue to be the same and binding to the contractor and no deviation will be allowed for whatsoever reason it may be.
- iv. Contractor may be required to prepare those items not covered in the list. Rates of these items will be finalized by the EIC in consultation with the contractor.
- v. The contractor shall be required to charge from the guests for the various food items supplied by him at the prescribed rates. It shall be incumbent on him to ensure the preparation of various food items of acceptable quantity and quality.
- vi. In addition to the fixed menus, the contractor may also be required to supply items not stipulated in the contract as felt necessary by the management. However, rates for such items may be fixed by the contractor and as agreed by the Management/ EIC.

23. RAW MATERIAL & STOCKS:

- i. For preparation of the Breakfast ,lunch, dinner and snacks in the adequate quantity, contractor will be required to make arrangement for keeping stock of needed raw & other materials for at least 15 days at all times in normal environment at his own risk and cost. During emergency, contractor may be asked to keep more stocks to meet any eventuality. ENGINEER-IN-CHARGE shall have power to inspect and verify the same.
- ii. Only AG Mark /ISI Standard/specified branded raw material are to be used for preparation of Breakfast, lunch, dinner and other eatable items. The best quality well cleaned and pure material is to be ensured, wherever AG Mark, ISI or branded raw materials are not available. The quality of material will be sole responsibility of contractor which can be inspected and



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verified by the ENGINEER-IN-CHARGE or any authorized person. In case the quality of the raw materials is not up to the satisfaction of EIC, the contractor may be asked to remove that material. The quality/brand of the raw materials to be used for cooking and preparation of the foodstuff is illustrated in Annexure "G".

- iii. All perishable items like vegetables, meat, fish, milk & milk products and bread etc. are always to be kept fresh and stale items are not to be used at any cost.
- iv. The contractor shall make necessary arrangements for keeping standard, quality, pure and fresh material all times. He shall be solely responsible, in case any discrepancy is detected by the enforcing authorities under Prevention of Food Adulteration Act. 1954 or any other enactments and indemnify BCPL from all consequences thereof if any.
- v. To bring materials/ equipment's/ tools/ tackles etc. inside the Guest house for preparation of food items, the contractor has to produce Challans/proper documents to the Security personnel posted at Gate. The materials shall be checked thoroughly by the security personnel at Gate and record in their register before allowing any material to bring inside the premises by the contractor. It is the contractor's responsibility to see that the entries including entry no., date, signature of owner's authorized representative with stamp Challans/supporting documents signed by company's personnel at gate during entry are recorded properly.

24. ACCOMMODATION & TRANSPORT ARRANGEMENT:

The contractor has to make own arrangement of accommodation for him and his workers/personnel. The rest room is only for service purpose.

25. MODE OF OPERATION:

- i. The contractor will prepare Breakfast, Lunch and Dinner in adequate quantity and serve in the Guest House against the payment of approved charges during the specified timings for guests/employees.
- ii. Adequate quantity of branded packed snacks, biscuits, beverages including tea & coffee powder are to be kept in the Guest House in order to ensure their availability on round the clock basis/ working hours as the case may be. Contractor has to ensure that no branded packed snacks, beverages, biscuits etc. are kept/ served beyond their expiry period.

26. PROVISION OF SERVICES, PAYMENT TO SERVICE PROVIDERS & CONTRACT VALUE

- i. Based on previous experience of running the Guest House, the approximate no. of contractor manpower is proposed to be 07 as per the details mentioned below.
 - a) Managerial Service(Skilled) 01 quantity
 - b) Cooking Service (Skilled) 01 quantity
 - c) Asstt. Cooking Service(Semi skilled) 01 quantity
 - d) Helping Service (Unskilled) 03 quantity



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The Contractor shall be fully responsible for maintaining discipline, peace, good behaviour, dealing and appearance of his employees. The Contractor and his staff shall abide and comply with all Rules and Regulations of the Company and Government of India with regard to safety, security, discipline, health and satisfaction. The Contractor shall arrange and replace his employees if his conduct is not found satisfactory.

- ii. The contractor must pay directly to his employees engaged for execution of the contract as per the following norms during the entire period of the 02-year contract:-
- a) The payment must be in any case to follow at least the minimum wage rate of Regional Labor Commissioner's (Central) - RLC (C), Guwahati/Assistant Labor Commissioner (Central)-ALC(C), Dibrugarh directives, i.e. in other words, the wage rate issued from the office of RLC ©- Guwahati for region other than Guwahati in Assam state for the workers in applicable category for Skilled & Semi-Skilled, Unskilled types must be followed.
 - b) In addition to minimum wages payable and any other Govt. Statutory payments/requirements viz PF @12%, HRA @10%, Insurance @2%, Bonus @10%, Uniform & Safety Shoes, lump-sum transportation, Leave salary @ 4.5 % etc. expenses must be payable & provision for all these must be kept in the tender/contract accordingly which will be subjected to revision time-to-time both as per frequency & rate escalation directives from the RLC (C) or concerned statutory authorities. In addition, the contractor should also keep provision of cost of Housekeeping Materials, washing of Linen expenses, cost of refilling of Gas cylinder, cost of medical examination of his engaged employees for execution of the contract, cost of toiletries to be provided in the Rooms etc. in the quoted rate .The rate in %-age as mentioned here are purely indicative & statistical; hence, the contractor must strictly follow those components & %-age as per Govt. Rules/Labor Rules & Acts viz. Interstate Migration labor Act, Minimum wages Act, Provident Fund & Miscellaneous provision Act, Contract Labor (Regulation & Abolition) Act, Payment of Bonus Act etc. which are in force in this area of tender.
 - c) It is the responsibility of the bidder to include in the price quoted in addition to all other statutory liabilities, components & payments as per Labor Law, Factories Law and Laws Covering Guest House etc, which are not specifically mentioned & covered herein. Similar scope of payment & expenditure must be kept in quoted price without imparting any additional financial liabilities to Bcpl during the 2-yrs contract period. Also any other overheads, contractor's expenses, supervisory charges, contractor's profit, taxes & duties, Govt. payments & fees if any, etc to be included in the price bid.
 - d) Based on latest RLC (C)/ALC (C) wage rate issued from Labor Commissioner Office Guwahati / Dibrugarh till the date of submission of the tender, the bidder will calculate & keep all such provisions as in above a) to g) in the contract. If in any case it is found that the contractor/bidder has not kept/ complied all such provisions & any other provision as per labor rule in the tender/contract, he must give an explanation for the same & has to justify as how he will pay the wage in the event of wage & all statutory payment liability get revised upwards in due course of the 02-yr contract and consequently exceeds his estimate / quote or else his bid may be cancelled as per decision of BCPL Management.
 - e) Report of Annual Occupational Health Check-up for all deputed employees of the contractor needs to be submitted in each year as per corporate rule of Bcpl India Ltd. Hence cost liability for this component must be inclusive in the tender quoted price.

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- iii. The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding 'Service Tax' [and 'Cess' thereon], which shall be payable as per actuals by BCPL.
- iv. The bills for the contract rendered by the contractor are payable after submission of monthly bills in duplicate completed in all respect. Every effort will be made to release the payment within 15 days from the date of receipt of bill subject to submission of proof of deposition to employees' account as well as employer's PF contribution as per statutory norms.
- v. The contractor shall make necessary arrangement for collection of charges served to the employees. BCPL shall have no liability, whatsoever, against the charges for the items served to the employees in their individual capacity. He has also to make necessary arrangements for issue of Bill/Cash Receipt on demand by the individual for the items served to them.
- vi. Payment for the items served in the official meetings, seminar, training conferences, parties etc. will be made on submission of its bill in duplicate on the applicable rates duly verified by the officer concerned ordering the same who shall be responsible for making payment to the contractor within 15 days from the date of receipt of bill.

28. SUBLETTING

- i. Contractor shall not sublet or assign any Work/Services to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without prior written permission of BCPL. In case the contractor sub-lets or assigns the contract without the prior written permission of BCPL and any claim preferred by any firm /individual to BCPL that the main contractor has not paid his or their dues/payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual. The same shall not be released to the contractor until and unless contractor and labour/supplier/sub-contractor jointly submit a joint written settlement to BCPL along with a copy of publication of joint settlement in local/state newspaper.
- ii. The contractor shall use gadgets, appliances, equipment's, utensils etc., as provided by BCPL for Guest House services only.

29. MOBILIZATION

- i. Contractor has to mobilize his resources for taking over the job within Ten (10) days from the date of issue of LOA/ LOI. No mobilization advance shall be payable to the contractor for initially starting the services. He has to arrange his own resources for starting the job in terms of the contract.
- ii. In case of failure to mobilize the resources and takeover the job within the aforesaid time a penalty of Rs.1000.00 (Rupees One Thousand Only) per day will be imposed for a maximum period of 30 days. Thereafter, the contract will be cancelled and EMD/SD will be forfeited in accordance with the terms of the contract.

30. HYGIENE

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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-
- i. The contractor has to maintain kitchen, store, dining hall, washing line etc., equipment, utensils and appliances provided by the company including raw materials and finished items in well hygienic manner. To ensure proper health and cleanliness of the service providers including their dresses will be responsibility of the contractor. He may be required to obtain Medical Health Check-up Certificate in respect of service providers from the Medical Officer of the company from time to time. The ENGINEER-IN-CHARGE shall have power to verify the same and ask for removal of any of afore-mentioned items, in case the same is not found in order.
 - ii. To assess the quality of the hygiene maintained by the contractor, composite hygiene indicator has been prepared on the basis of which monthly assessment is to be made by a Management/EIC for the purpose. A specimen copy of the indicator is available at Annexure-G. A minimum overall score of 96% i.e. 38.4 out of 40 points is to be achieved. In case of any shortfall suitable deduction will be made from the service charges payable to the contractor for which decision of the EIC shall be final and binding on the contractor. The penalty for such shortfall in minimum overall score of 96% may be a minimum deduction of 02 (two) per cent of service charge payable to the contractor in the particular month.



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Annexure - "A"

FIXED RATES FOR VARIOUS ITMES TO BE SERVED IN THE BCPL GUEST HOUSE AT LAKWA AND BACHELOR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR, ASSAM

Sl.#	Particulars	Unit Weight / Measurement	Fixed Rates including all Taxes & Duties in (Rs)	Remarks
1	TEA			
	Good quality leaf tea of Taj/Brook Bond/Lipton/Tata Gold to be used. Sugar 'A' Grade to be used. 'Milk of Amul Dairy or equivalent brand as approved is to be used.	1 Cup (100 ml approx.)	7.50	
	Good quality tea bags of Taj/ Tetley/ Brook Bond/Lipton with sugar cube and properly boiled milk with ginger to be provided.	1 Cup (100 ml approx.)	7.50	
	Lemon Tea Good quality tea bags of Taj/ Tetley/ Brook Bond/Lipton with sugar cube and properly boiled water with lemon piece to be provided.	1 Cup (100 ml approx.)	7.50	
2	Coffee - Nescafe/ Bru	1 Cup (100 ml approx.)	8.00	
3	Milk (Hot) Amul or equivalent brand as approved is to be used. Sugar to be served free if asked	1 Glass (200 ml approx.)	15.00	
4	LASSI			
	1.Salty 1 Glass Served chilled made from fresh curd	(200 ml)	10.00	
	2.Sweet 1 Glass Served chilled made from fresh curd	(200 ml)	12.00	
5	Lemon Water (Sweet / Salt)	(300 ml)	7.00	
6	Mixed fruit Salad 1 plate Variety of fresh seasonal fruits to be used. To be served on order basis.	(150 gms)	20.00	
7	SNACKS ITEMS			
	1) Bread Slice - 04 pieces Fresh Sandwich Bread to be used		8.00	
	2) Bread Slice with butter - 04 pieces Fresh Sandwich Bread and Amul butter to be		12.00	

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used			
3) Vegetable Sandwich - 01 No. with 02 slices Fresh vegetables and sandwich bread to be used		10.00	
4) Omlette (Single)/ Egg Fried/Egg Burji 01 Egg without slices Served with Maggie/Kissan Sauce /green chatni		10.00	
5) Omlette (double)/ Egg Fried/Egg Burji 02 Egg without slices Served with Maggie/Kissan sauce /green chatni		15.00	
6) Boiled Egg 01 Egg		8.00	
7) Egg Curry 02 Eggs		15.00	
Particulars	Unit Weight / Measurement	Fixed Rates including all Taxes & Duties in (Rs)	Remarks
8) 02 Nos. Vegetable Cutlet/ Bread Pakoda /Samosa /Aaloo Vada/ Kachori/ Daal Vadaa One plate Served with Maggie/ Kissan Sauce /Green Chatni	Approx. 40 gm each	12.00	
9) Aloo Paratha/ Gobhi Paratha/ Veg Paratha 01 No. Served with curd & pickle	Approx. 100 gm each	12.00	
10) Plain Paratha 02 Nos. Served with potato bhaji & pickle	Approx. 60 gm each	10.00	
11) Upma 1 plate	Approx. 100 gm	10.00	
12) Idli Sambhar 02 piece Served with chatni and sambhar		12.00	
13) Sada Dosa 01 Plate Served with chatni and sambhar		15.00	
14) Masala Dosa 01 Plate Served with chatni and sambhar		20.00	
15) Vada Sambhar 01 Plate (02 piece) served with chatni and sambhar	Approx. 40 gms. each	15.00	
16) Uttapa Onion (Tamato & onion mix) 1 Plate Served with chatni and sambhar		12.00	
17) Bataka Poha 1 Plate Peanuts, coconut and lemon to be used		15.00	

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	18) Pakora (Methi / Onion / Palak/ Potato/ Gobi Pakoda/ 01 Plate (Seasonal) Served with Maggie/Kissan sauce /green chatni	Approx. 100 gms each	20.00	
	19) Puri Bhaji per Plate (05 Puris consisting of 100 gms. & Potato Bhaji of 100 gms.)		25.00	
	20) Pav bhaji (02 Nos.Pav) / Chole Bhature (02 Nos. Bhature) 1 Plate (150 gm) Served with pickle & salad	150 gms	20.00	
	21) Namkeen Tikhi Sev/Sakar Para/Boondi Sev 01 Plate (100 gms.approx.)	100 gm	15.00	
	22) Easy made Noodles Per plate Maggi		20.00	
	23) Instant Veg. Soup Per Bowl Knorr/Maggi Brand	100 gm	20.00	
	24) Veg fried rice /Jeera rice	Approx 40 gms. each	25.00	
8	8.1 REGULAR VEG MEAL-THALI			
	1. Chapati / Roti /Puri - 04 Nos.	200 gms		
	2. Dal	150 gms		
	3. Bhaji (Green veg or Kathor)	100 gms		
	4. Veg Curry	100 gms		
	5. Fresh Curd	100 gms		
	6. Papad	50 gms		
	7. Pickle	1 piece		
	8. Salad	10 gms		
	a. Flour of Annpurna /Pillsbury /Ashirwad /Nature fresh brand to be used.			
	Particulars	Unit Weight / Measurement		Remarks
	b. Refined soyabin /sunflower vegetable oil of Suffola / Fortune/Sundrop to be used.			
	c. Green salad includes Khera /Tomato /carrot /beet / Onion etc.			
	d. Parimal/ lachkari kolam brand of rice to be used			
	8.2 Non Vegetable Dish per Plate			
	a. Fish (02 Pcs) or Chicken Curry (100 gms)		40.00	
	b. Mutton Curry (100 gms)		50.00	

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	c. Meals with Egg Curry (02Pcs)		55.00	
	d. Meals with Chicken / Fish Curry		70.00	
9	Branded cold drinks/ Mineral Water/ Packed sweet/ namkeen/ Bhujia/ chips/ Ice cream etc. Cold drink/ Juice of Frooti/ Real/ Tropicana/ Coke/ Pepsi to be used. Packaged water of Bisleri/ Aquafina/ Oxyrich to be used. Ice creams of Vadilal/ Amul/ Mother Dairy/ Kwality Walls to be used. Packaged snacks of Haldiram/ Bikaji/ Lays/ Uncle chips to be used.		As per Market Rate plus 10% Margin on base rate	

FIXED RATES FOR VARIOUS BELOW MENTIONED COMBO ITMES TO BE SERVED IN THE BCPL GUEST HOUSE AT LAKWA AND BACHELOR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR, ASSAM

Sl. #	Particulars	Unit Weight / Measurement	Fixed Rates including all Taxes & Duties in (Rs)
1.	WORKING LUNCH BUFFET TYPE (VEG) CONSIST OF FOLLOWING: 1. Vegetable Soup 2. Paratha / Plain Roti 3. Pulao / Plain Rice 4. Dal Fried / Plain Dal 5. Vegetables (2 Nos.) - One Dry & One Gravy Vegetable 6. Curd 7. Papad 8. Pickle 9. Green Salad (Seasonal) 10. Sweet Dish - Ice-Cream or Custard to be provided Per Head a. Knorr/Maggi Brand to be used b. Basmati Rice to be used (Lalkilla/ Dawat) c. Ice Cream - Amul/ Havmore/ Vadilal Brand Ice-cream		150.00
2.	WORKING LUNCH BUFFET TYPE (NON-VEG) CONSIST OF FOLLOWING: 1. Vegetable Soup 2. Paratha / Plain Roti 3. Pulao / Plain Rice 4. Dal Fried / Plain Dal		200.00

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	5. Vegetables - One Dry & One Wet Vegetable 6. 1 Non-Veg item 7. Curd 8. Papad 9. Pickle 10. Green Salad (Seasonal) 11. Sweet Dish - Ice-Cream or Custard Per Head a. Knorr/Maggi Brand to be used b. Basmati Rice to be used (Lal killa/ Dawat) c. Ice Cream - Amul Brand		
3	HIGH TEA (simple) CONSISTS OF:- 1. Tea - Green Label/ Coffee - Nescafe/ canned/ Fruit Juice/ Cold Drink - any brand or choice with multiple serving. 2. Biscuits - coffee magic /red current/ cashew nut /Bakery Biscuit /sugar walnut cookies - minimum two nos. 3. Mini cupcakes/ pastry /fruit tartlets / samosa/ veg. chop/ patties - one number 4. Potato chips / wafers - approx. 15 gms. 5. one sweet -any dry sweet		70.00

The above prices shall be including all taxes and duties.

NOTE: The contractor shall supply branded Snacks on the basis of MRP (Maximum Retail Price) of items only.



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Annexure - "C"

UNIFORM TO BE SUPPLIED BY THE CONTRACTOR

S.#	Description	Qty (Nos)
1	Full Sweater – 01 No. each	06
2	Full Trouser – 01 Pair each	06
3	Full Shirt – 01 Pair each	06
4	Shoes – 01 Pair each	06
5	Socks – 02 Pair each	12



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Annexure - "D"

PARTICULARS OF SERVICE POINTS

- 1) Guest house and Bachelor hostel premises at Lakwa consisting of VIP Rooms, Standard Rooms, Dining Area, where caretaking, catering, House-keeping services are to be provided.
- 2) Any other place within the township as directed by the EIC, where caretaking, catering, House-keeping services are to be provided.
- 3) The above service shall be provided round the clock

Annexure - "E"

Materials to be supplied by Contractor for Guest House

- 1) Adequate number of service providers on round the clock basis as per requirement for preparation and serving of Breakfast, lunch, dinner, tea, coffee, snacks etc. in prompt, efficient and hygienic manner.
- 2) Sufficient stock of raw materials required for lunch, dinner, tea, coffee, snacks etc. for at least 15 days period.
- 3) Sufficient stock of packed branded snacks, biscuits, cold drinks etc. with adequate expiry period.
- 4) Tools & tackles for preparation of food /snacks items, which have not provided by the company.
- 5) Other items which contractor may like to bring with prior intimation to EIC for efficient and effective functioning of the contract.
- 6) 02 pairs of Uniform and Shoes to service providers once in a year.
- 7) Plastic crate for carrying snacks and other materials in the Guest House

HOUSE KEEPING CONSUMABLES TO BE SUPPLIED BY THE CONTRACTOR FOR MAINTENANCE OF GUEST HOUSE

TOILETRIES		
a.	Vim/Pril or any reputed brand	10 Kg
b.	Liquid Soap – Dettol/Lifebuoy	10 Bottles of 250 ml
c.	Pixol Urinal Cakes or its equivalent	02 Doz
d.	Air Purifiers/Freshener of approved brand	05 Bottle
e.	Toilet Paper of approved brand	01 Doz
f.	Detergent Powder – Surf/Arial	05 Packets
g.	Harpik or of approved brand	10 Bottles of 250 ml
h.	Naphthalene Balls of approved brand	As per requirement
i.	Paper Napkins of approved	As per requirement
TOILETRIES TO BE SUPPLIED TO THE GUESTS AT THE TIME OF CHECK-IN		
j.	Shampoo Sachets – Dove/Clinic/Heads & Shoulder/Pantene/ or equivalent	As per requirement
	Bathing Soap – Lux/Dove/Medimix /any reputed brand	12 Nos.
	Tooth Brush – Colgate/Pepsodent/Close Up	08 Nos.

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	Tooth Paste - Colgate/Pepsodent/Close Up	08 Nos.
	Razor - Gillette / 7 O'Clock	08 Nos.
	Shaving Gel - Gillette / Palmolive/any reputed brand	08 Nos.
FLOORS		
a.	Phenyl - Domex or of approved brand	05 Ltr
b.	Lyzol	05 Bottles of 250 ml
GLASS / WINDOW PANES		
a.	Thinner for removing paint stains	01 Ltr
BRASS FITTINGS		
a.	Brasso / Pitambari	01 Bottle
ROOM FRESHNER		
a.	Premium or of approved Brand	05 Bottles
CLEANING CLOTH		
a.	Yellow Duster	As per requirement
b.	Floor Duster	As per requirement
c.	Cotton Duster	As per requirement
CLEANING EQUIPMENT		
1)	Electrical Equipment's	
	Vacuum Cleaner	01 No.
2)	Containers	
	a. Buckets Plastic	01 No.
	b. Mugs Plastic	01 No.
	c. Dust Pans Plastic	01 No.
	d. Wooden Box for storing cleaning material	As per requirement
3)	BRUSHES	
	a. Toilet Brushes	06 Nos.
	b. Sink Brushes	06 Nos.
	c. Scrubbing Brushes	02 Nos
	d. Tapestry Brushes	02 Nos.
	e. Soft Hand Brush	01 No.
	f. Wall Brush with Handle	01 No.
4)	BROOMS	
	a. Soft Brooms	05 Nos.
	b. Hard Brooms	05 Nos.
	c. Yard Brooms	02 Nos.
	d. Squeeze Broom	01 No.
	e. Cotton Mop with handle	02 Nos.
5)	SUNDRY EQUIPMENTS	
	a. Step Ladder - 8 Ft.	01 No.
	b. Stool Steps	01 No.
6)	ADDITIONAL ITEMS	
	a. Hand Gloves	As per requirement
	b. Garbage Bags	As per requirement

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	c. Insecticides – Baygone/Hit	As per requirement
	d. Glass cleaning spray – Colin	As per requirement

Note : All the above mentioned items are approximate. The contractor shall assess the requirement independently as per the quantum, scope of work and experience for excellent housekeeping and maintenance of Guest House.

Materials to be supplied by the BCPL for Guest House

- 1) Infrastructure facility i.e. space for Guest House.
- 2) Free water & electricity supply as per requirement. The contractor shall make his own arrangements for cooking Gas at Guest House. However, BCPL will provide only gas stove to the contractor.
- 3) Kitchen appliances, equipment's, gadgets.
- 4) Adequate crockery and utensils for dining hall.
- 5) Free of cost Intercom telephone facility.



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Annexure - "F"

DAILY AND PERIODICAL HOUSEKEEPING SCHEDULE IN BCPL GUEST HOUSE BUILDING

S. #	Job	Periodicity				Scope of Work	
		Daily	Weekly	Fortnightly	Monthly	Daily	Monthly/Weekly/Fortnightly
	Pelmets	-	-	Y	-	-	Dusting
	Venetian Blinds	-	-	Y	-	Dusting of the exposed surfaces	Thorough cleaning
	Kitchen	Y	-	-	-	Dusting/Washing	Removing stains, soot (dust)
	Floors	Y	-	-	-	Sweeping, Cleaning & Mopping	Removing stains, soot (dust)
	Glass Panes	-	Y	-	-	-	Dusting, Cleaning
	Toilets	Y	-	-	-	Sweeping, Washing, Mopping	Cleaning with chemicals
	Room Freshners	-	-	-	-	-	At the time of occupancy of the guest
	External Area eg. AC/Coolers etc	-	-	-	Y	Cleaning, Mopping	-
	External area ; window	-	-	Y	-	Dusting, Cleaning	Scrapping, Dusting
	Open Areas	-	-	Y	-	-	Removing cobwebs, dampness

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Annexure - "G"

COMPOSITE HYGIENE SCORE, BCPL LAKWA

Guidelines for audit:

1. The guidelines are for setting the composite Hygiene Surveillance by the doctor.
2. This audit has to be done once in a month at random.
3. Where there is bacteriological growth confirmed, needs to be immediately addressed by rejecting/replacing the concerned item.
4. For each 'Yes' answer, a score of '1' may be added. In any month the score should not be less than 30.

A) Receiving Point-where the food consumable received/procured Quality testing:

1. Bacteriological testing is to be done by Gram stain Yes/No method and Culture & sensitivity for growth of bacteria report-growth of bacteria present.
2. Chemical analysis by agricultural food testing laboratory Yes/No done for contaminant(s)
3. FIFO principle is applied or not. Yes/No

B) Food Preparation.

1. Food indexing-the menus are to be decided as per Yes/No food pyramids for the next month-Is it done or not.
2. FIFO principle is applied or not. Yes/No

C) Food Safety:

1. Is the food prepared properly under hygienic condition Yes/No
2. Are the prepared items covered properly Yes/No
3. Variety is as per season. Yes/No
4. Palatability is tested by the cook. Yes/No
5. Proper cleaning of the utensils. Yes/No

D) Area Hygiene on Inspection (Kitchen/Pantry Area):

1. Floors are hygienically clean. Yes/No
 2. Walls are dust/damp free. Yes/No
 3. Windows are provided in the kitchen. Yes/No
 4. Furniture is regularly cleaned. Yes/No
 5. Washing area provides hygienic environment. Yes/No
 6. Cooking counter is adequately clean. Yes/No
 7. Monthly bacteriological testing and culture. Yes/No
- sensitivity of the kitchen and service area.

E) Equipment's:

1. Equipment's used in food preparation Yes/No
2. Work worthy Yes/No
3. Clean Yes/No
4. Safe to handle Yes/No
5. Monthly bacteriological cleaning and culture Yes/No

Sensitivity of equipment's.

F) Food Handler's Health

1. All the food handlers should have the occupational Yes/No Health checkup as per appendix-I. It is done or not.
2. Vaccination for Typhoid /T. B. (Done) Yes/No
3. Stool examination report - monthly (Done) Yes/No
4. Condition of nails- Clean / Healthy Yes/No

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5. Condition of skin – Clean / Healthy Yes/No

G) Food consumption

1. FIFO principle applied Yes/No

H) Area Hygiene-(eating place)

1. Floors are hygienically clean Yes/No

2. Walls are dust/damp free Yes/No

3. Windows are provided in the kitchen Yes/No

4. Furniture is regularly cleaned Yes/No

5. Washing area provides hygienic environment Yes/No

6. Service counter(s) are adequately clean. Yes/No

7. Monthly bacteriological testing and culture Yes/No

Sensitivity of the kitchen and service area.

I) Preparation / Dish

1. Water- Its hardness/softness studied Yes/No

2. Bacteriological study of water-done or not Yes/No

3. Fumigation is done once in a week Yes/No

4. Exhaust system is working Yes/No

5. Garbage disposal is done regularly Yes/No

6. Drainage system is functioning Yes/No

Total No. of "Yes (es)" scored.....

Signature

(Sr. Medical Officer)

COMPOSITE HYGIENE SCORE (CHS) STATEMENT

NAME OF THE WORK STATION:

Month No. of persons

Catered to

Date of

surveillance

CH Score

achieved

Corrective

Steps if any

(Signature of Medical Officer / AMA)

(Signature of HR In-charge)



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Annexure - "H"

Brand of raw material to be used/served for Guest House services

1	Cooking oil - Suffola/Nature Fresh/Dhara/Fortune/Sundrop or any reputed brand
2	Masala - MDH/Ashoka/Everest
3	Ice Cream - Mother Dairy/Kwality/Amul
4	Salt - Iodized - Tata/Annapurna/Captain cook
5	Wheat Flour - Nature Fresh/Annapurna/Aashirwad/Pillsbury
6	Maida - SM/Double Ghoda or any reputed brand available
7	Besan - Shakti Bhog or any standard brand available in Sivasagar
8	Vanaspati Ghee - Gagan/Rath/Dalda (Khajur Brand)
9	Jam/Tomato sauce - Kissan/Maggie
10	Butter - Amul/Naturalite
11	Tea Bags - Nestea/Twinings/Taj Mahal
12	Tea - Brook Bond/Lipton/Tata Gold (leaf)
13	Packaged Water - Bisleri / Aquafina / Oxyrich
14	Coffee - Nescafe/Bru
15	Pickle - Nillons/Kissan/Mothers
16	Sugar cubes - Daurala
17	Bread - Good quality bread like Britannia or any standard brand available in Sivasagar
18	Sweet Biscuits - Britannia/Priya Gold/Parle/Sun feast/Little Hearts/Hide Seek / Digestive. Salted Biscuits - Monaco / Krack Jack / Britannia 50-50 / Maska Chaska
19	Bakery Biscuits - any reputed brand available in Sivasagar
20	Basmati Rice - India Gate/Dawat/Kohinoor
21	Corn Flakes - Kellogs /Mohan's / Saffola

Note : In addition to the above EIC may suggest any brand, which shall be adhered by Contractor.



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MINIMUM STOCK TO BE MAINTAINED IN GUEST HOUSE FOR UPKEEP OF GUEST HOUSE BY THE CONTRACTOR

Minimum stock

- 1 Phenyl Domex/ Mortein or equivalent - 01 Ltr
- 2 Toilet soap (25 gms) Lux /Dove/Medimex - 20 Nos.
- 3 Bathing Soap (50 gms) Lux/Dove or equivalent 20 Nos.
- 4 Detergent powder Surf - 01 KG
- 5 Scouring Powder Vim/Pril/Dettol - 01 KG
- 6 Room Freshener Premium or equivalent - 02 Bottle
7. Air Fresheners - Odonil/Rickitt & Colman - 05 Bottle
- 8 Naphthalene Balls (500 gms) Standard - 500 gms
- 9 Toilet Paper - 08 Dozen
- 10 Insecticides Baygon spray bottle - 01 Bottle
- 11 Shampoo pouches Clinic plus/ Dove - 02 Doz.
- 12 Glass spray/Glass Cleaner Collins spray - 10 Bottle
- 13 Laundry bags Standard 05 Nos.
- 14 Liquid Soap Dettol/Lifebuoy - 02 Nos
- 15 Harpic (500 ml) Standard - 10 Nos
- 16 Sewing kit Standard - 05 Nos
- 17 Urinal Cake Peaksol/ or equivalent
- 18 Drainex to clean blockage in the wash basin etc.
- 19 Dettol/Savlon

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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SECTION-VII

SCHEDULE OF RATES [SOR]



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SCHEDULE OF RATES (UNPRICED PART)

BID DOCUMENT No.: BCPL/C&P/LE16W153BB/00140

Date: xx.10.2016

HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

CONTRACTOR SHALL QUOTE FOR FIXED MONTHLY AMOUNT FOR CARETAKING, CATERING & UPKEEPING CHARGES FOR GUEST HOUSE AND BACHELOR HOSTEL

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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BCPL LEPETKATA

SCHEDULE OF RATES (UNPRICED PART)

BIDDER MUST MENTION AS QUOTED IN UN-PRICED BID

HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

SL. NO.	Service Description	Unit of Measure	QTY (A)	Unit Rate/Month (B)		Total Amount / Month (Rs.)	Total Amount for 24 Months (Rs.)
				In figures (Rs.)	In words (Rs.)	C= (AxB)	D= (Cx24)
1	FIXED MONTHLY AMOUNT FOR CARETAKING, CATERING & UPKEEPING CHARGES FOR GUEST HOUSE AND BACHELOR HOSTEL	MONTHS		NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
TOTAL EXCLUDING SERVICE TAX (Rs.):							
SERVICE TAX @ DO NOT QUOTE % :							
GRAND TOTAL INCLUDING SERVICE TAX (Rs.):							

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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Brahmaputra Cracker and Polymer Ltd.

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Note :

1. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.

The evaluation of prices shall be made on overall basis.

2. Quantities shown in the SOR is tentative which may increase or decrease.

3. Rates should be quoted including all taxes & duties except Service tax. Service tax & education cess (if any) shall paid extra at actual.

4. The service tax as quoted will only be payable at actual against documentary evidence. However, statutory variation on the quoted % basis shall be applicable during tenure of contract.

Name of authorized person submitting the tender on behalf of the Bidder :

Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date:



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BCPL LEPETKATA

SCHEDULE OF RATES (PRICED PART)

BIDDER MUST QUOTE PRICE IN PRICED BID

HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

SL. NO.	Service Description	Unit of Measure	QTY (A)	Unit Rate/Month (B)		Total Amount / Month (Rs.)	Total Amount for 24 Months (Rs.)
				In figures (Rs.)	In words (Rs.)	C= (AxB)	D= (Cx24)
1	FIXED MONTHLY AMOUNT FOR CARETAKING, CATERING & UPKEEPING CHARGES FOR GUEST HOUSE AND BACHELOR HOSTEL	MONTHS					
TOTAL EXCLUDING SERVICE TAX (Rs.):							
SERVICE TAX @ % :							
GRAND TOTAL INCLUDING SERVICE TAX (Rs.):							

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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3. Rates should be quoted including all taxes & duties except Service tax. Service tax & education cess (if any) shall paid extra at actual.

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Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date:



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CUT-OUT SLIPS

ENVELOPE – (1): "TECHNO-COMMERCIAL / UN-PRICED BID" – As per ITB 11.1.1

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

BID SUBMISSION DUE DATE & TIME : 25.10.2016 at 14:30 Hrs

TO

CONTRACTS & PROCUREMENT DEPT.

M/s. 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.

FROM



TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
TECHNO-COMMERCIAL / UN-PRICED BID

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”



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CUT-OUT SLIPS

ENVELOPE – (2): "Price Bid"– As per ITB 11.1.2

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

**BID SUBMISSION DUE DATE & TIME : 25.10.2016 at 14:30 Hrs.
TO**

CONTRACTS & PROCUREMENT DEPT.

M/s. 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.

FROM



TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING " "Price Bid – PART - II"

.....

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR."



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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.

TENDER NO.: BCPL/C&P/LE16W153BB/00140

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TO

CONTRACTS & PROCUREMENT DEPT.

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FROM



TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING ENVELOPES PART –I & PART-II

TENDER NO: BCPL/C&P/LE16W153BB/00140 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES FOR BCPL-GUEST HOUSE AT LAKWA AND BACHEOLR HOSTEL AT BCPL TOWNSHIP, SIVASAGAR FOR A PERIOD OF TWO YEAR.”