



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER
LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)
प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
जिला: डिब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM
पिन कोड – 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

GeM BID/TENDER DOCUMENT

FOR

**HIRING OF SUPPORT STAFF/SERVICES AT BCPL
OFFICE CUM TRANSIT ACCOMMODATION AT
NOIDA FOR A PERIOD OF 02 YEARS**

संविदा की विशेष शर्ते (एससीसी)

**SPECIAL CONDITION OF CONTRACT
(SCC)**

SPECIAL CONDITIONS OF CONTRACT (SCC)

“HIRING OF SUPPORT STAFF/SERVICES AT BCPL NOIDA OFFICE CUM TRANSIT ACCOMODATION FOR A PERIOD OF 02 (TWO) YEARS”

GENERAL:

- 11 Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 12 Where any portion of the general condition of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision (s) of the special conditions of contract shall be deemed to override the provision(s) of general conditions of contract only to the extent that such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 13 The intending tender shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- 14 The work executed shall be to the satisfaction of Engineer In-Charge/ Owner and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.

2.0 DEFINITIONS

- 2.1 The expression ‘Vendor/Contractor’ shall mean the bidder selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the Vendor.
- 2.2 The ‘Engineer-in-Charge’ shall mean the Engineer-In-charge’ from BCPL for this work and shall include any person acting as in charge on his behalf.
- 2.3 ‘Authorized Representative’ shall mean any officer/supervisor/consultant/ Staff of **BCPL** authorized by the Head of Department.

3.0 LOCATION

- 3.1 The services are required to be carried out at **BCPL Office, NOIDA**
- 3.2 The services will be provided based on the organizational requirement as assessed and identified from time to time.

4.0 TERMINATION:

- 4.1 No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The rate contract will be for a period of two years & BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer-In-Charge shall in such an event give thirty (30) days’ notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice shall discontinue the work as stipulated in the notice. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.
- 4.2 Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and

- the personnel to be deployed for carrying out the contractual job.
- 4.3 No other person except Contractor's authorized representative shall be allowed to enter **BCPL Noida office** premises. Contractor shall also not entertain any outsider or extend any service beyond **BCPL office** premises.
- 44.1 Within the **BCPL** premises, the Contractor's personnel shall not do any private work other than their normal duties. In case the deployed contract labour of the Contractor is absent for more than continuous five days in a month, the replacement should be provided. The attendance and leave record of the contract labour deployed by the contractor shall be maintained by the designated supervisor of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer-In-charge of the Contract. The Supervisor should visit the **BCPL** premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Contractor. It is the sole responsibility of the supervisor to manage the workforce of contractor deployed in the contract e.g. the monthly attendance, leave details, Identity cards, the issues of contract labour, police verification etc.
- 44.2 Contractor shall be directly responsible for any/all disputes arising between him and his personal and keep **BCPL** indemnified against all loses, damages and claims arising thereof.
- 45 Contractor shall be solely responsible for payment of wages/remuneration including allowances to his/its personnel that might become applicable under any new act or order of Government. **BCPL** shall have no liability whatsoever in this regard.
- 46 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.
- 47 Lists of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to **BCPL**. In case of any change, the same shall be informed to **BCPL** from time to time. The Contractor must get the police verification of its entire contract worker deployed in **BCPL Noida office**.
- 48 **BCPL** reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, by giving prior notice of one day.

5.0 **PRICES BASIS**

- 5.1 The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract. However, reimbursement/refund for variation in rate due to increase/decrease in the minimum wages of labourers shall be payable as per the following clause.

Reimbursement/Refund on Variation in Price:

- For the purpose of this Contract the minimum wages of Unskilled, Semi-skilled, skilled and highly skilled labour on the date of submission of the tender shall be taken. If on account of any legislation, notification, or award, the minimum wages and/or DA of **Unskilled, Semi-Skilled, Skilled and Highly-Skilled** labour including **secretarial** services (Graduate and Non-Graduate) etc. are increased beyond the wage structure defined at **Annexure-A**, at any time or times after the date of submission of the tender, the Contractor has to pay the increased wages notified by the appropriate government from time to time. Thereafter, the rate per person per day of service will be increased in order to compensate the differences on submission of duly supported documents by the contractor. Further, "The wages will be revised as and when the revision is effected by Govt. of UP / Central Govt. from time to time if rate surpasses the amount given in

Annexure-A. Percentage increase in notified minimum wages of Govt. will be taken as percentage increase in the existing rate of wages and fixed accordingly.

- The contractor shall within 30 days of becoming aware of any revision in wages shall inform in writing to BCPL stating that the same is given pursuant to this condition together with all information relating there-to, which he may be in a position to supply.

- 5.2 All charges such as wages and other statutory payments admissible to the contract laborers, as defined at **Annexure-A**, should be considered while quoting the service charge.
- 5.3 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges.
- 5.4 The rates should be quoted in the schedule of rates as enclosed.
- 5.5 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.
- 5.6 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 5.7 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- 5.8 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full accordance with the Terms & Conditions of the Bid Documents.
- 5.9 **Contract Period:** The contract period shall be valid for a period of two years from the date of LOI/LOA. The period of contract may be extended for a period of 6 months on the same terms and conditions at the sole discretion of BCPL.

BCPL can increase or decrease the manpower during the contract period based on the Office requirement and on same terms and conditions.

6.0 FAILURE IN MOBILIZNG RESOURCES:

If Service provider fails to timely commence provision of all or any of the Services on the date specified by BCPL for commencement, BCPL shall, without prejudice to any other right or remedy available to BCPL, be entitled to recover from the service provider by deduction from the invoices of the service provider or security deposit.

Or otherwise with respect to Services which are not commenced, liquidated damages as specified below which have been worked out and are acknowledged by the parties by genuine pre-estimate of the damage likely to be caused to BCPL for each week of delay in commencement of any services:

1	For the first week of delay or part thereof in commencement of any services(s)	½% (half percent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the prices thereof as specified in scope of work
---	--	---

2	For the second week of delay or part thereof in commencement of any services	1% (one per cent) of the annualized prices of the relative services which have not been commenced worked out on the basis of the prices thereof as specified in scope of work
3	For the third week of delay or part thereof in commencement of any services	1 ½ % (one and half per cent) of the annualized prices of the relative services which have not been commenced worked out on the basis of the prices thereof as specified in scope of work
4	For the fourth week of delay or part thereof in commencement of any services	2 % (two per cent) of the annualized prices of the relative services which have not been commenced worked out on the basis of the prices thereof as specified in scope of work

If the contractor is still not able to mobilize its resources then the contract will be terminated by giving a notice to this effect to the contractor without stipulating requirement of 30days notice period to the contractor.

7.0 COMPLIANCE WITH STATUTORY REGULATIONS

- 7.1** The contractor/Agency shall have its own staff for the contractual jobs. The Contractor/Agency shall be responsible for strict compliances of all statutory provisions of the relevant labour laws applicable from time to time and particularly of the state of **UP** for carrying out the above job. If due to any reason whatsoever **BCPL** is made liable to meet any obligation under any of the said laws and enactments etc. for any reason whatsoever, the same shall be recovered from the security deposit of the contractor with **BCPL** or from the bills payable to him OR failing which, it shall be recovered as per law.
- 7.2** The contractors shall have a separate PF-Account Code No. allotted by the PF authority and ensure the extension of PF EDLI & EPS-95 benefits to its workers engaged by him for execution of this contract, as provided under Employees Provident Fund & Miscellaneous Provision Act-1952, and the schemes framed there under. The contractor shall have an independent ESI code and ensure coverage of all its workmen.
- 7.3** The Contractor shall comply with provision of the Payment of Wages Act-1936, the Minimum Wages Act-1948, the Employees **Provident** Fund & Misc. Provision Act- 1952, the ESI Act-1948, the Employees Liability Act-1938, the Workmen's compensation Act-1923, the ID Act-1947, the maternity Benefit Act 1961, the **Contract labour (Regulation & Abolition) Act-1970**, Delhi Shop & Establishment Act, UP Shop & Establishment Act or any modification thereof or any other law relating to rules made there under from time to time.
- 7.4** The Contractor shall make payments of wages to his employees on or before the specified dates as per the relevant law, in presence of an authorized representative of **BCPL**. The Contractor will be required to comply with all statutory provisions contained in Labour Legislations in general and Contract Labour (R&A) Act, 1970. Minimum Wages Act and Payment of Wages Act in particular.
- 7.5** The Contractor will employ only male and female adult labour for the works as per the requirement.
- 7.6** The Contractor shall issue wage slip to each personnel deployed as per format given under **Contract Labour (Regulation & Abolition) Act-1970**.

8 WAGES :

- a) That all the contractors undertaking various contractual jobs across all operational locations of BCPL, will pay revised minimum wages as notified by Central Government vide notification dated 19th January 2017 and revision/ increase of VDA from time to time. The minimum rates of wages include the wages of Weekly Off/ Rest Day wages as per the guidelines of above mentioned gazette notification of Ministry of Labour and Employment, Government of India.
- b) That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 10th day of the succeeding month as per the Payment of Wages Act-1936, irrespective of release of their R.A bills.

9) NON -STATUTORY ALLOWANCE:

In addition to the Minimum Wages contract workers to get additional Non-statutory allowances @ 16% on the applicable minimum wages of different skill category.

10) LEAVE & HOLIDAY:

- a) **National Holidays:** That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).
- c) **Festival Holidays:** That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day).
- d) **Annual Leave:** That contractor shall provide Annual Leave with Wages to their contract workers as per the provision of Factories Act-1948. Accordingly, every worker who has worked for a period of 240 days or more in the factory during a calendar year shall be allowed ***one day paid leave for every twenty (20) days of work performed during the subsequent year.***

11) PROVIDENT FUND:

Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite and remittance of monthly contributions (Employee & Employer contributions) as per timelines.

12) EMPLOYEE STATE INSURANCE (ESI)/ EMPLOYEE COMPENSATION:

ESI shall be regulated as per the provisions of Employee State Insurance Act - 1952 and as amended from time to time. Contractor shall ensure registration of all the contract workers engaged by them in their respective worksite and remittance of monthly contributions (Employee & Employer contributions) as per timelines. If any contract worker(s) is not covered under ESI Act-1948, shall be covered under Employee Compensation Act-1923 for which an Employee Compensation policy shall be taken by the contractor.

- 13) **BONUS:** Contract workers shall be paid Bonus as per the provisions of Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act, 2015.
- 14) **SHIFT ALLOWANCES:** Contractual workers performing their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for "C" Shift.
- 15) **EMPLOYMENT CARD:** That all the contractors will issue Employment Card to their contract workers as per Contract Labour (R&A) Act-1970 and rules made thereunder without fail. Employment Card to be issued immediately on joining.
- 16) **ISSUANCE OF WAGE SLIP:** That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act-1970 and Central Rules 1971.
- 17) **SAFETY APPLIANCES:** The contractor and contract workers will abide by all the safety norms prescribed by BCPL Authority. Contractors will provide all safety items as per the job requirements and provisions of the contract. Further, contractor to issue standard (ISI mark) safety appliances like safety shoes, helmet and other safety appliances, uniform etc. to all their Contract Labours at free of cost.
- 18) **PERIODICAL MEDICAL EXAMINATIONS / HEALTH CHECK-UP OF CONTRACT WORKERS:**
"Contractor to undertake Periodical Medical Examinations/Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and the respective state rules made there under & submit health check-up report to EIC & HR Department. The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower once in a year. Record to be submitted to EIC after its completion".
- 19) Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions. Contractor shall be responsible for proper uniform, hand gloves and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear 100% cotton uniform with GSM Specification (220 to 250) as per the norms as approved by the Executive-in-Charge (EIC) in advance. Each personnel deputed shall be provided with the items prior to their deputing:
- (a) Two sets of cotton wear (Shirts and Trousers) for 2 years
 - (b) One pair of safety shoe for 2 years
 - (c) Two pair of shocks for 2 years
 - (d) Two pair of hand gloves for 2 years
- 20) The following documents shall be submitted by the contractor to the Executive-In- Charge at various stages during the currency of the contract:
- a. Immediately after issuance/ receiving of Letter of Intent (LOI):**
- i. Application for issuance of Form-III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
 - ii. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
 - iii. List of persons along with designation, Employee No., PF account, UAN Number, ESI card No., Insurance coverage No. etc.
 - iv. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
 - v. Copies of Employment/Identity Card issued by the contractor for

the persons to be engaged in BCPL have to be provided to concern EIC. Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.

- vi. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
 - vii. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC (Wherever applicable).
 - viii. 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:
- i. Monthly bill duly certified by the contractor or his authorized representative
 - ii. Copy of wage register duly certified by the contractor or his authorized representative and EIC of BCPL.
 - iii. Copy of e-banking sheet/ bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and EIC of BCPL.
 - iv. 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 workman concerned through e-banking on----- (date) at (place)”.
 - v. 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.
 - vi. 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 contribution of employees and employer etc. For the previous month duly stamped by designated bank.

21) PERSONNEL:

- a. Service Provider shall ensure that his personnel deputed for on in connection with the provision of the Services shall be:
 - (I) Trained, experienced and competent to do the jobs for which they are assigned.
 - (II) **well dressed, well groomed, neat and tidy and presentable** to a standard reasonably required for the particular service(s) for which they are assigned, and where requirement, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - (III) **Polite, respectful and courteous** to all persons with whom they deal/inter-act.

b. Service Provider shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-clause (a) above by the Service Provider's personnel deputed to the location(s) for and/or in connection with providing services pursuant thereto, for the distribution of work/ job amongst such personnel and for controlling and supervising the performance of the works/ jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of BCPL in relation to the Services and to communicate with BCPL's Personnel for the purpose, and to ensure due, timely and proper performance of the Services.

22) AT THE TIME CLOSURE OF CONTRACT:

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

23 PENALTY CLAUSE

Penalty shall be imposed as per the following:

Sn	Violations	Penalty per occasion/instance
23.1	In case the contractor fails to provide EPF UAN numbers to the deployed personnel within 15days of commencement of the work	Rs.1000/- will be deducted from the services every month.
23.2	In case , contractor fails to obtain labour license within 30 days of commencement of work	Rs.1000/- will be deducted from the services every month
23.3	If the timely payment is ot made to the contract workmen by 7 th of each month	Rs.1000/- will be deducted from the services every month
23.4	In case peace/decorum is disturbed due to any lapse on the part of the contractor	Rs 1000 /-Per Occasion
23.5	In case of misbehavior of any contract personnel during duty hours	Rs 1000 /-Per Occasion
23.6	In case, any other lapse is found by EIC or his authorized representative of BCPL which has not been specified in the above list and is considered as gross misconduct on the part of Contractor/his personnel.	Rs 2000 /-Per Occasion

*Performance evaluation of contracts as per C&P circulars /guidelines/procedure.

24.0 INCORPORATION CLAUSE

BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantages to **BCPL**

Interpretation of terms and conditions of the document as confirmed by **BCPL** shall be final and binding on the contractor/agency.

25.0 RESOLUTION OF DISPUTES/ARBITRATION

25.1 All dispute, controversy, or claim between the parties which cannot be mutually resolved within a reasonable time shall be referred to arbitration by Sole Arbitrator. The owner (**Brahmaputra Cracker and Polymer Ltd.**) shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the bidder to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by bidder shall stand forfeited and the OWNER (**BCPL**) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of owner on the appointment of the sole arbitrator shall be final and binding. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be **NOIDA** (State, UP), India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this agreement is subject to the exclusive jurisdiction of the court situated in **NOIDA**. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976”.

26.0 PAYMENT TERMS

The contractor has to submit bills on monthly basis before 07th of the month, enclosing therein the attendance details, the requisite employee wise PF deposition details (duly verified/certified) and summary of the bill, to the Engineer-in-Charge of the Contract.

26.1 Contractor has to submit the following documents to EIC as per the schedule given below:

- i) Copy of wage register latest by 10th of every month showing disbursement in the presence of authorized representative of **BCPL** with certification (rule 73 of contract labour (R&A) Act 1970 monthly.
- ii) Copy of PF challan along with statement of contract labour with breakup of contribution by 26th of every month.
- iii) Half yearly return under Contract Labour (R&A) Act 1970 within 30 days from close of half year
- iv) Statement of disbursement of annual bonus/ex gratia
- v) ESI challan etc.
- vi) Confirmation that requisite dress has been provided and the same has been worn by its employees.

Invoices are to be raised in accordance with various provision under service tax rules as **BCPL** is intended to avail benefits under various statutes in force.

The payment shall be processed within 15 days of receipt of the bill. Necessary statutory levies such as TDS will be affected as per the rules existing and in vogue then and there. PAN of the vendor should also be intimated along with 1st invoice.

- 26.2 In case of award of work, the bidder has to give details of their bank account in any of the following banks to facilitate payment through e-banking on him.

27.0 NUISANCE

- 27.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in **BCPL NOIDA** and within 200 meters of above areas or do anything which shall cause unnecessary disturbance or inconvenience to owners and **BCPL** officials or tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and labour dept. should the labour/workers/cleaners individually or collectively stage an obstruction other nuisance in front of **BCPL Office**.
- 27.2 Further **BCPL** may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to **BCPL/ GAIL's** person or property.
- 27.3 The Contractor in addition will bear all cost of keeping law and order situation under control.

28.0 OTHER CONDITIONS

The Contractor shall obtain all necessary insurance policies covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/**BCPL** or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above.

- 28.1 The contractor shall not employ or permit to be employed any persons suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/ workers through a Govt. doctor/ Registered practitioner and produce the fitness certificate before deployment, if asked for.
- 28.2 The contractor has to comply and adhere with the fire prevention/protection, safety rules, regulations and policies of the Company.
- 28.3 No employee or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the contractor shall have to change/replace him failing which **BCPL** may terminate the contract.
- 28.4 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 any act or acts of the contractor or his workers.
- 28.5 The contractor should get the police verification of the character and antecedents of workers to be deployed done, by him from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be immediately replaced without assigning any reasons.
- 28.6 Contractor shall not sub-let or assigns any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of **BCPL**. In case the contractor sub-lets or assigns the contract in part or whole 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/vendor(s) etc. The same shall be released to the contractor after contractor and labour /supplier/sub-contractor jointly submits a joint written settlement to **BCPL**.

- 28.7 **Local Conditions:** Each bidders must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. In their own interest, the foreign bidders are particularly requested to familiarize themselves with the statutory labour enactments, state laws & Memorandum of settlement, if any. The company shall not entertain any request for clarification from the bidder, regarding such local conditions.

It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws/ conditions, MOS, if any.

29. **FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, **BCPL** shall have the option of terminating the contract agreement by giving seven (7) days’ notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up to the date of occurrence of such force majeure.

.....

SCOPE OF WORK

1. The scope of work includes providing manpower services for management of Business Communication at BCPL Office cum transit accommodation at House No.B-200 Sector 19, Noida. The services will be provided based on the organizational requirement as assessed and identified from time to time at BCPL Noida.
2. The contractor/Agency shall provide the following services:
 - i. Secretarial Service

- ii. Office Management
- iii. Documentation & Filing of Papers
- iv. Record Keeping
- v. Reception Management
- vi. Messenger Service
- vii. Transit accommodation management

The Indicative services requirements are broadly classified as under. However, the job is not exhaustive and any other jobs may be assigned as per the business requirement of BCPL:

i) Support Service (Highly Skilled)

- a) Drafting & Preparation of Business Letter
- b) Taking Dictation & Transcription
- c) Coordination & arrangement of meetings
- d) Recording minutes of meeting
- e) Documentation
- f) Reception Management

ii) Support Service (Semi-Skilled)

- a) Sorting/ Distribution and Delivery of internal mails/ DAK within Noida & Delhi and any other locations as per requirement of BCPL.
- b) Preparation of packets for internal Courier
- c) Movement of File
- d) Record Keeping
- e) Online DTH recharge/ online bill payments etc.
- f) Preparation of food/snacks etc. for guest at Transit accommodation.

iii) Peripheral Service (Unskilled)

- a) Preparation of packets for internal Courier
- b) Hospitality including service and upkeep of BCPL office cum transit accommodation / utensils/furniture & fixture and
- c) Depositing/submitting bills of telephone, water and electricity bills and other services.

3. The personnel providing for support and peripheral services should have minimum qualification of matriculation.
4. The contractor/Agency shall quote service charges for the services provided. The normal working hours on all week days will be as decided by BCPL management
5. The contractor is required to provide manpower as required by BCPL, as per the direction of EIC for deployment at BCPL NOIDA.

स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश /

HEALTH, SAFETY
ENVIRONMENT [HSE] SPECIFICATIONS

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses