



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140172/AJD
Date: 07.01.2015

To,

BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914636/635

Contact Person:
Arunjyoti Dutta
Dy Mgr (C&P)
0373-2914636/
Email-ajdutta@bcplindia.co.in

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Admin Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, AssamTel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)
Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

INDEX

1.	Section -IA	Request for quotation(RFQ)	3-10
2.	Section -IB	Cut Out slips	11-13
3.	Section -IIA	Instruction to Bidders (ITB)	14-24
4.	Section IIB Formats	Bidder's General Information	F1
		Bid Form	F2
		List Of Enclosures	F3
		Proforma for Bank Guarantee for Earnest Money Deposit	F4
		Letter Of Authority	F5
		No Deviation Confirmation	F6
		Bidder's Queries For Pre Bid Meeting	F7
		Present Commitments Of The Bidder	F8(Not Applicable)
		Bank Guarantee For Security Deposit	F9
		Declaration	F10
		Acknowledgement Cum Consent Letter	F11
		Proforma for contract agreement	F12
		Brief Summary Of Agreed Terms & Conditions	F13
		Certificate from Bank if Bidder's working capital is inadequate.	F14
		Financial Details	Annexure A(Pg.7)
		Check List For The Documents As Per BEC	Annexure I
5.	Section -III	Special Condition of Contracts (SCC) PART A	45-52
		Special Condition of Contracts (SCC) PART B	53-65
6	Section-IV	Specifications and Scope of work	66-72
7	Section -V	Schedule of Rates(Un-Priced Bid)	1-5
		Schedule of Rates(Priced Bid)	
8	Section -VI	General Conditions of Contract	ATTACHED SEPARATELY

SECTION IA**REQUEST FOR QUOTATION (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd. stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for **HIRING OF SERVICES FOR CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.**

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20140172/AJD
1.2.3	Bid documents available on Website & BCPL office	From 10.00hrs on 07.01.2015 on www.bcplonline.co.in and www.gailtenders.in & CPP portal
1.2.3	Delivery /Completion schedule /Period of Contract	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	13.01.2015 on 10.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	23.01.2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un -priced bid at BCPL, Lepetkata	23.01.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 1,60,000.00(Rupees One Lacs Sixty Thousand Only)
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee. There is no exemption for Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM

1.2.11	Contact Person	ARUNJYOTI DUTTA E-mail: ajdutta@bcplindia.co.in Ph. No. +91-373-2914636
--------	----------------	--

The bid will be submitted in 02 (two) parts as follows:

PART -I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate along with the following documents.

- i) EMD/Bid security.
- ii) Power of Attorney.

UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 4 of RFQ of Tender Document]

It should contain only the "EMD/BG" and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

Part -II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender.

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.

Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

2.4 BID EVALUATION CRITERIA (BEC):

2.4.1 Technical BEC:

- a. Bidder must have experience of running "catering / canteen services" in Guest house/ Bachelor hostel of PSU/ training institute/ academic institute/ MNC or a 3-star hotel for at least 03 [three] preceding years [from bid due date] in which bidder must have executed atleast 01 [one] similar work/ service having a minimum value of Rs. 20 Lakhs.

Bidder must submit documentary proof i.e. copy of Work Order and Completion Certificate issued by the client, duly notarized by Chartered Engineer and Notary Public to authenticate compliance to above BEC criteria.

- b. Bidder must have experience of “catering services” in Guest house/ Bachelor hostel of PSU/ training institute/ academic institute/ MNC or a 3-star hotel having a capacity of at least 110 number of persons to serve in any of the preceding 03 (three) years. Client certificate must be submitted for certification of capacity.
- c. In case Bidder being a hotel rated as 3 star or above, only copy of the Classification certificate from recognized federation /Ministry of Tourism, duly certified/ attested by Chartered Engineer and Notary Public with legible stamp, is required to be submitted in support of their meeting technical criteria. Original classification certificate from recognized federation/Ministry of Tourism should be available for verification of the same.
- d. For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.
- e. The evaluation of all the responsive bids shall be done on overall lowest techno-commercially acceptable bid basis. In case , there is more than one bidder at the same position (techno-commercially acceptable L-1 bidder), then to arrive for award of job shall be done based on their ranking of annual turnover for the financial year 2013-14 i.e. the bidder having higher turnover shall be considered. However in case the turnover also happens to be the same then the bidder who has better experience in terms of maximum single order executed /completed value(with respect to clause number 2.4.1.a.) will be considered.

Special Note:

- A. Bidder must submit the following documents in support of meeting the experience criteria during the preceding 03 years as detailed above:
 - i. Copies of Work Order /Service orders issued by client, duly certified/ attested by Chartered Engineer and Notary Public with legible stamp,
 - ii. Completion/Execution Certificate in respect of work/service order mentioned above.

The completion certificate /Client Certificate clearly indicate the following:

- a) Full address of Client, officer issuing certificate.
 - b) One copy of work order with detailed Schedule of rates should also be furnished
 - c) Actual value of executed work, and
 - d) Stipulated date of start and date of actual completion
- ***All documents in support of Experience Criteria of BEC to be furnished by the bidders shall necessarily be duly certified/attested by Chartered Engineer and notary public with legible stamp.***

Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

2.4.2 Financial BEC:

- a) The annual turnover of the bidder should be minimum Rs 20.0 (Twenty) Lacs in any of the preceding three financial years (FY 2011-12, 2012-13 & 2013-14).
- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2013-14.
- c) The bidder should have minimum working capital of **Rs 4.0 (Four)lacs** as per the last audited financial year i.e. FY 2013-14.

If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs 100 Crore**, conforming the availability of line of credit to meet the above specified working capital requirement(As per Format-14 of RFQ).

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in prescribed format (Format A) duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

2.4.3 However, Bids of Joint Venture/Consortium not acceptable.

2.4.4 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.

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

Non-Compliance to above BEC shall hold the bid liable for rejection.

FORMAT-A**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Annual Accounts and other relevant records of M/s.....
(Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1: 2011-12	
Year 2: 2012-13	
Year 3: 2013-14	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR_2013-2014 (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1,60,000/-. For details refer point no. 6 of General Condition of Contract of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD provided they are registered for the service covered under the indent.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee 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 the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks 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 a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.

5) Service Tax

Please Refer SOR.

6) PERIOD OF CONTRACT

REFER SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

7) VALIDITY PERIOD OF OFFER:

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

- 8) VAT No.:** Bidder must be registered under ASSAM VAT Act 2003 . In case the same is not available at the time of bidding, bidder must confirm that they would obtain the required registration within 15 days from the date of FOI/LOI if the contract is awarded to them.

9) TERMS OF PAYMENT:

Please refer Clause No 7 of Special Condition of Contract (Part -B) of **SECTION-III**.

10) PRICE REDUCTION SCHEDULE: As per GCC.

11) FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

12) JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

13) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

14) FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the abovecauses of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

15) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) SOR
- iii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General conditions of contracts

- 16)** All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 "Acknowledgement Cum Consent Letter" attached in the tender

alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Office of the Dy. General Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District - Dibrugarh, Assam, India PIN - 786006
Tel-0373-2914635/636

If you require any further information, feel free to contact us.

Yours faithfully,
For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

Arunjyoti Dutta
Dy Mgr (Contracts & Procurement)
E-Mail: ajdutta@bcplindia.co.in
Ph no: 0373-2914635/636

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140172/AJD

SERVICE DESCRIPTION:

BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 23.01.2015

Date and time for opening of bids: 15.00 hrs (IST) on 23.01.2015

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914636
--	---

(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140172/AJD

SERVICE DESCRIPTION:

BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 23.01.2015

Date and time for opening of bids: 15.00 hrs (IST) on 23.01.2015

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636
--	---

(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140172/AJD

SERVICE DESCRIPTION:

BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 23.01.2015

Date and time for opening of bids: 15.00 hrs (IST) on 23.01.2015

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914636
--	---

(To be pasted on the outer envelope containing envelopes Part-II)

INSTRUCTIONS TO BIDDERS

Table of Contents

- A. General
 - 1. Scope of Bid
 - 2. Eligible Bidders
 - 3. Bid Evaluation Criteria
 - 4. One Bid per Bidder
 - 5. Cost of Bidding
 - 6. Site Visit
 - 7. Service Tax
 - 7.1 AHR items
 - 7.2 Income Tax
 - 7.3 Road permit
- B. Bidding Documents
 - 8. Content of Bidding Documents
 - 9. Clarification of Bidding Documents
 - 10. Amendment of Bidding Documents
- C. Preparation of Bids
 - 11. Language of Bid
 - 12. Documents Comprising the Bid
 - 13. Bid Prices
 - 14. Bid Currencies
 - 15. Bid Validity
 - 16. Bid Security
 - 17. Pre-Bid Meeting
 - 18. Format and Signing of Bid
 - 19. Zero Deviation**
- 20. E-Payment
- 21. Agent/Consultant/Representative/Retainer Associate
- D. Submission of Bids
 - 22. Sealing and Marking of Bids
 - 23. Deadline for Submission of Bids
 - 24. Late Bids
 - 25. Modification and Withdrawal of Bids
- E. Bid Opening and Evaluation
 - 26. Bid Opening
 - 27. Process to be Confidential
 - 28. Contacting the Employer
 - 29. Examination of bids and Determination of Responsiveness
 - 30. Correction of Errors
 - 31. Conversion to Single Currency for Comparison of Bids
 - 32. Evaluation and Comparison of Bids
 - 33. Preference for Domestic bidders
 - 34. Purchase Preference
 - 35. Compensation for Extended Stay
- F. Award of Contract
 - 36. Award
 - 37. Employer's Right to Accept any bid and to Reject any or all Bids
 - 38. Notification of Award
 - 39. Signing of Agreement
 - 40. Contract Performance Security
 - 41. Corrupt or Fraudulent Practices
 - 42. Misc.

A. General

1. Scope of Bid

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section IV, Special Conditions of Contract, hereinafter referred to as "the Services".

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

2.2 A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.

2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by BCPL, GAIL or black listed by any Government Department /Public Sector.

3. Bid Evaluation Criteria

Please refer relevant clause of RFQ.

4. One Bid per bidder

4.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Site Visit

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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

6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

7. Service Tax

Please Refer Preamble to SOR.

7.1. Abnormally High Rates (AHR)

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.

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (RFQ) 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.

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.

10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

C. PREPARATION OF BIDS

11. Language of Bid

II. I The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

12. Documents Comprising the Bid(Formats would be as specified in this tender)

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:

ii) Covering Letter as per format "Submission of tender" enclosed with GCC

- iii) Bidder's general details/information as per format F-1.
- iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in F-3
- vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.
- ix) Bid security in accordance with Clause no 4 of RFQ to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.
- x) Format-A, formats for BEC evaluation
- xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xii) Confirmation of no deviation as per Format F-6.
- xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
- xiv) Current commitments strictly as per format F-8.
- xv) Agreed Terms & Conditions duly filled-in at F-13.
- xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xvii) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- xvii) Any other information/details required as per bid document.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

12.1 Envelope II: Super scribing "Price Bid- Not to Open with Techno- Commercial Un priced Bid" - PART-II Part-II price Bid

- (i) Part-II shall contain one original and one copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price - Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates 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 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

13.5 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.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

13.7 Alternative bids shall not be considered.

13.8 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.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies

14.1 Indian Bidders has to submit bid in Indian Rupees only.

15. Bid Validity

15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. 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 Clause 16 in all respects.

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security. In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, 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 in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. 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 and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Fax of Intent (FOI) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL , payable at State Bank of India, Dibrugarh . In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and

the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items/services they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. Pre-Bid Meeting

17.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

17.2 The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

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. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments 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.

19. Zero Deviation

19.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids.

19.2 Notwithstanding to the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidders.

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part I - Techno-commercial/un-priced Bid, EMD/Bid Security

Part II - Priced Bid

22.2 Part 'I' shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out) & BID SECURITY in original .

22.3 Part 'II' PRICED BID shall be submitted in one original duly filled in Price schedule sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.

22.4 The two envelopes containing PART 'I', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

22.5 If the outer envelope is not sealed and pasted with the corresponding cut-out slip, BCPL will assume no responsibility for the Bid's misplacement or premature opening.

22.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

23. Deadline for Submission of Bids

23.1 Bids must be received by BCPL at the address specified in the RFQ not later than the date and time stipulated in the RFQ.

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, 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. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

24.1 Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder.

25. Modification and Withdrawal of Bids

25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids.

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified after the deadline for submission of bids.

25.4 No bid shall be allowed to be withdrawn 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 of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are 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 opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be opened.

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit.

27. Process to be Confidential

27.1 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 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.

28. Contacting the Employer

28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. Examination of bids and Determination of Responsiveness

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;
- (f) is substantially responsive to the requirements of the bidding documents; and
- (g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations.

A material deviation or reservation is one

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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:

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) 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.

(c) 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.

(d) 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 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

32.1 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax.

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

36.1 Subject to 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, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties + service tax and education cess thereon.

37. Employer's Right to Accept Any Bid and to Reject Any or All Bids

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby 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.

38. Notification of Award

38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.

The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. Signing of Agreement

39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

40.3 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, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

41.1 BCPL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer;

a) defines, for the purposes of this provision, the terms set forth below as follows;

I. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract **execution; and**

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41.2 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

b) In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

c) In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

42 Misc.

A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

43. Errant Bidder:

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-786006
 DISTRICT - DIBRUGARH
 ASSAM

1-1 Bidder Name: _____

(Country
 Code)

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier /
 Manufacturer _____
 Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914611

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

We confirm that this bid is valid for a period of Three (03) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment 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.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Admin Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

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.
- 3.
- 4.
- 5.
- 6.
- 7.

(SEAL AND SIGNATURE OF BIDDER)

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.
 "MAIN FIRE STATION 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 Brahmaputra 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 -----200----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Date: _____

LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 Admin Building
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN - 786006

Dear Sir,

We -----hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Place:
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)
 Name:
 Designation:
 Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
Admin Building
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

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 exceptions/deviations anywhere in the bid and we agreed 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:

BIDDER'S QUERIES FOR PREBID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +913732914635/636

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

NOTE: The Queries may be sent by e-mail to ajdutta@bcplindia.co.in before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commenceme nt of Work	Schedule d Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks
NOT APPLICABLE IN THIS TENDER						

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To:

Brahmaputra Cracker & Polymer Ltd.
Admin Building; NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & 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 and agree with 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 Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
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 your 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 -----which under law relating to the sureties would but for provision have the effect of releasing us.
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.
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 save said but shall in all respects and for all purpose 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-----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.
6. We have power to issue this guarantee in your favour 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.

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
Admin Building, NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

Dear Sir,

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

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / GAIL (India) Limited / BCPL etc.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:

[Signature of Authorized Signatory of Bidder]

Date : Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

ADMIN BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914636/609

SUBJECT:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Telefax Number : _____
 (iv) Contact Person : _____
 (v) E-mail Address : _____

B) Details of Contact person:

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Fax Number : _____
 (iv) Contact Parson : _____
 (v) E-mail Address : _____

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid :

Agency's Name : _____
 Signature : _____
 Name : _____
 Designation : _____
 Date : _____
 Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BCPL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and
3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the

EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written. Signed and delivered for and on signed and delivered for and on behalf of EMPLOYER.

On behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.
 Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
12		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
14		Confirmation of compliance to tender terms & condition	

		without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-A	
23		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
24		VAT No.: Bidder must be registered under ASSAM VAT Act 2003 . In case the same is not available at the time of bidding, bidder must confirm that they would obtain the required registration within 15 days from the date of FOI/LOI if the contract is awarded to them.	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _

Name-----

Designation _

Tel No.

E-mail -----

Fax No-. -----

Office St-am-p -----

(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE)
(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
 Brahmaputra Cracker and Polymer Limited
 Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address) is an existing customer of our Bank.

It is confirmed that against tender No: _____ dated.....

.....2014 for

....."name of job/supply) ,

M/s.....(Name of the Bank with address) confirms availability of line of credit to M/s.....(Name of the bidder) for at least an amount of Rs.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation:

ANNEXURE-I

CHECK LIST FOR THE DOCUMENTS AS PER BEC TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.

SL NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the document pertaining to technical BEC has been duly certified by Chartered Engineer and Notary Public and the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	All Documents of Financial BEC			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order. (if cenvat is applicable for the subject work)			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder, the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of			

	firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self-declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME.			
--	---	--	--	--

SPECIAL CONDITIONS OF CONTRACT [SCC]**SCC: Part -A**

JOB: CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT BCPL MAIN CANTEEN, BCPL PROJECT SITE, LEPETKATA FOR A PERIOD OF TWO YEARS.

TENDER NO: BCPL/DIB/C&P/SER/20140172/AJD

1.0 GENERAL:

1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*

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

1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*

1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

Refer SCC-Part B of SECTION III

3.0 SCOPE OF WORK:

The Scope of Work shall be as per Special Conditions of Contract (SCC) **Part-B**.

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract (SCC) **Part-B**. The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

The Scope of Work shall be as per Special Conditions of Contract (SCC) **Part-B of SECTION III**.

6.0 EARNEST MONEY:

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any

Scheduled/Nationalized Bank in favor of “**M/s. Brahmaputra Cracker & Polymer Limited**” payable at **DIBRUGARH, ASSAM.**

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(5) FIVE MONTHS** from the date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the BIDDERS.

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

Please refer SOR and Preamble to SOR.

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value (7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

As enumerated in Special Conditions of Contract / Scope of Work / Attached Drawing / Details / Schedule of Rates

11.0 TESTS AND INSPECTION:

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per “SCC-Part B”

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and

14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated 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:
 - a) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

18.0 MISCELLANEOUS:

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

19.0 SUBMISSION OF TENDER DOCUMENTS:

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

20.0 SCHEDULE OF RATES:

20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

21.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% per week or part thereof limited to 5% of the contract value.

21.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

22.0 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving 30 days notice without assigning any reason.

23.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

25.0 CLEARANCE OF SITE:

25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.

25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.0 ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job.

27.0 NUISANCE: The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

29.0 CARE OF WORKS:

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.

30.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 ARBITRATION CLAUSE:

31.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

31.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

31.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

31.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

31.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

31.6 The venue of arbitration shall be Guwahati.

31.7 The award of the Arbitrator shall be final and binding on both the parties.

31.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

32.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

33.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

33.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

33.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.

33.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

33.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

34.1 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.

34.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

34.3 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

35.0 SUB LETTING OF WORK:

No contractor shall sub let or assign 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 referred by any firm / individual to BCPL stating 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.

36.0AFFIDAVIT:

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.

37. Other Guidelines for adherence to various labour legislations towards the contract

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- 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, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 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.
- 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) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen’s Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

- 1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.

3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.
8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.
12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming 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 and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.

SPECIAL CONDITIONS OF CONTRACT [SCC]**SCC: Part -B****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 & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the sub-divisions of the Tender 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.
- 1.2 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. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.
- 1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain Works / Services or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The service, materials, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes, instructions and specifications, these additional requirements shall also be satisfied.

2 DEFINITIONS:

- 2.1 The "CONTRACT" means the documents forming tender papers, the offer, the acceptance thereof and formal agreement executed between BCPL & the Contractor(s) together with the connected documents shall be deemed to form contract and shall be complementary to one another.
- 2.2 "BCPL" shall mean Brahmaputra Cracker and Polymer Ltd. having its Registered Office at Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001 and Project Office at Main Fire Station Building, Lepetkata-786006, shall include its successors, heirs, assigns and representatives.
- 2.3 The "CONTRACTOR(s)" shall mean the individual(s) or the Firm or Company or partnership concern undertaking this contract and shall include its legal representatives, successors, heirs, assigns and representatives. "MONTH" means a calendar month irrespective of number of days, however for part of the month, it will be reckoned of 30 (thirty) days.
- 2.4 "ENGINEER-IN-CHARGE" means the person designated as such by BCPL or expressly authorized by BCPL to act for and on its behalf, here-in-after called as EIC.
- 2.5 "SCHEDULE OF RATES (SOR)" means the schedule of rates attached with this tender document.

3 SITE-INFORMATION/SITE-VISIT

- 3.1 It is understood that before quoting the rates; the bidder has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him in case of award of Contract. Ignorance of this will not be considered after award of work. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered under "Specifications & Scope of Work". BCPL reserves the right to award the work in parts between two or more bidders in case such a division found to be advantageous to BCPL.
- 3.2 The intending bidder shall be deemed to have gone through the GCC available with Tender Document. Non-familiarity with site condition and unawareness of GCC will not be considered a reason either for extra claim or for not carrying out Works / Services in strict conformity with specifications / requirements or any other terms and conditions of tender.

4 DURATION/PERIOD OF CONTRACT

- 4.1 The completion schedule/period for all jobs listed under "Specifications & Scope of Work" and Schedule of Rates [SOR]" shall be **"24 (Twenty Four) months"** which shall be reckoned from the date of Letter of Intent [LOI] or as may be mentioned therein.

5 MOBILIZATION:

- 5.1 Contractor has to mobilize his resources for taking over the job within 15 (fifteen) days from the date of issue of Letter of Intent (LOI)/ Letter of Acceptance (LOA), whichever is earlier. 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.
- 5.2 In case of failure to mobilize the resources and takeover the job within the aforesaid time, a penalty of "Rs. 1000/- per day" will be imposed for a maximum period of 30 (thirty) days. Thereafter, the Contract will be cancelled and Earnest Money Deposit (EMD) will be forfeited in accordance with the terms & conditions of the Contract.

6. VALIDITY OF QUOTED RATES/PRICES

- 6.1 The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible at a later date.

7. CONTRACT VALUE

- 7.1 The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding 'Service Tax' [and 'Cess' thereon], which shall be payable extra at actual by BCPL. 'Quantities' shown in the "SOR" are only 'indicative / tentative', and the same may be subjected to variations in both ways, as per stipulations made in "GCC". The Contractor shall not seek any revision in the 'quoted rates / prices' on account of any such variation(s) in 'quantities'.

8. SCHEDULE OF RATES [SOR]

- 8.1 The monthly rates of the bidder, as approved by the owner, shall remain firm during the entire duration of the Contract. No escalation of whatsoever nature shall be allowed to the Contractor during the entire period of Contract unless otherwise specified in the tender.

8.2 In addition to the monthly rates, Contractor shall be entitled for service charges for extra jobs as applicable from time to time on actual basis subject to production of necessary receipt thereof.

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

8.4 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 and paid for at the 'accepted/contracted rates'. In case, any activity, though specifically not covered under "SOR – Service / Item 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].

8.5 All items of work mentioned in "SOR" shall be carried out as per the specifications, scope of work, relevant codes and instructions of the "EIC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs w.r.t. materials, consumables, labor, supervision, tools & tackles, overheads, profits, various tests, inspections, as well as for preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

9 TAX LIABILITIES

9.1 The 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.

9.2 Contractor shall be liable for timely payment of all taxes, duties and levies imposed by any Government / Government Department / Agency / Body including local autonomous bodies from time to time without any extra claim from the Owner /BCPL. However, the 'Service Tax' payable by the Contractor [if applicable], shall be reimbursed on production of receipt thereof. BCPL shall have no liability on these accounts and the Contractor shall indemnify BCPL from any such liability, even if it arises in future.

9.3 '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'.

10 TERMS OF PAYMENT/PAYMENT OF SERVICE CHARGES

10.1 The service charges for the services rendered by the Contractor are payable on the basis of his performance assessed by the specified / designated officers & EIC and on submission of monthly bill in duplicate. Every effort will be made to release the payment within 21 (twenty one) days from the date of receipt of bill, duly certified by EIC.

10.2 For the assessment of performance a Performance Linked Payment Scheme has been devised, according to which a weight age of 5, 3, 2 is to be given for the services rendered to shift personnel through the specified canteen on round-the clock basis, services rendered to general shift personnel through the canteens during working hours and lunch / dinner served in the dining hall of the canteen. The services are to be

assessed on daily shift basis by the specified / designated officers on the scale of 10 points i.e. 5 points for Very Good (A), 3 for Good / Satisfactory (B) & 2 for Poor (C). The assessment will be made on the parameters of promptness, quality & quantity, hygiene of service and appearance & behavior of attendant. The daily assessment will be available to the Contractor for making suitable correction/improvement in the services required if any.

10.3 Based on the overall average monthly assessment, service charges will be payable to the Contractor on the following scale:

SL. NO.	TOTAL POINTS SCORED	PERCENTAGE PAYMENT
1.	81% and above	100%
2.	71% to 80%	90%
3.	61% to 70%	80%
4.	51% to 60%	70%
5.	41% to 50%	60%
6.	40% and below	50%

10.4 The Contractor shall make necessary arrangements for collection of charges served to the employees at the rate specified at Annexure-C. BCPL shall have no liability, whatsoever, against the charges for the items served to the employees in their individual capacity. He also has to make necessary arrangements for issue of bills / cash receipts on demand by the individual for the items served to them.

10.5 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 (fifteen) days from the date of receipt of bill.

10.6 Contractor shall submit 'Bills' [in standard 'pro forma'], submitted in 'quadruplicate' [i.e. four (04) hard copies], with "EIC / BCPL's authorized representative(s)".

10.7 Payment shall be released only through Cheque/ 'e-banking' by "In-charge [F&A] – BCPL", within fifteen [15] days of submission of Bills duly verified and certified by "EIC".

10.8 Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].

11. PENALTY:

11.1 In case the Contractor fails to provide the services in the canteen, a penalty at the “double” of “per day rate” subject to maximum of 5% of the monthly service charges shall be levied in addition to reduction of proportionate service charges. In this regard, the decision of the EIC shall be final & binding on the Contractor.

11.2. In case, up-keeping is not found satisfactory, penalty @Rs.1000.00 per day shall be imposed, till the services are found to be satisfactory. Decision of penalty is at complete discretion of “EIC”.

11.3. In case, Contractor procure materials, which is of substandard and not approved by the "EIC" or his authorized representative of BCPL, penalty will be levied as deemed of Rs.1,500.00 for one occasion.

11.4. On running meals during breakfast, lunch, dinner, tea, etc., if any shortfall w.r.t. quality or quantity is found, a penalty up to Rs.1,000.00 per such instance per item shall be imposed on the Contractor.

11.5. If any of the staff are found without proper uniform or uniform found poorly maintained, a penalty of Rs.100.00 per day per person will be deducted from the Contractor's monthly bill.

11.6. In the event of unsatisfactory services, the Contractor shall be liable to penalty/compensation as below:

(a) For delay in rendering services beyond reasonable period on any occasion, a sum equivalent to Rs.300.00 per day subject to a maximum of 10% of the monthly service charges, shall be levied on the Contractor's monthly bill.

(b) In the event of unsatisfactory service or supply of poor/substandard quality/quantity of food, the Contractor shall be liable to a penalty of an amount equivalent to Rs.500.00 for every such lapse.

11.7. 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 the termination of the Contract without notice by BCPL.

11.8 In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score'], a penalty of Rs.2,000.00 for that month will be imposed on the Contractor.

11.9 In case Contractor fails to supply mouth-freshener or not re-filled the bowl in any of the programme, a penalty of Rs. 10.00 per participant of that programme will be levied on the Contractor.

12. CONTRACT AGREEMENT:

12.1 The Contractor shall execute a Contract Agreement [as per the pro forma provided in this Tender Document] strictly within 'fifteen [15] days' from the date of receipt of this "Letter of Acceptance [LOA]". The same shall be executed on a non-judicial stamp paper of appropriate value of Assam State only. The cost of stamp paper shall be borne by the Contractor.

13. SUPPLY OF MATERIAL:

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

13.2. All materials to be provided by the Contractor shall be 'ISI-marked'/'AGmark' or in conformity with the specifications/makes keeping in view of good quality/standard. A broad list of items is given in '**Annexure-A**' 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.

13.3. 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.

13.4. 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.

14. ENGINEER-IN-CHARGE [EIC]:

14.1 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 confirm to the specifications.

14.2 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.

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

15. RESPONSIBILITIES OF THE CONTRACTOR:

15.1 Contractor shall ensure that trained and experienced men are deployed to look after the officials whenever required round the clock. 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 will have nothing to do with BCPL directly or indirectly and the Contractor shall be their sole Employer.

15.2. The Contractor shall provide sufficient sets of uniform to his personnel from the start-date of the Contract. Winter clothing shall be the part of this uniform.

15.3. The Contractor shall submit a list of his proposed employees. 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 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.

15.4 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.

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

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

15.7. 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 and the contractor.

15.8 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. of good quality and in sufficient quantity from time to time and as and when required at his own cost.

15.9. 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".

15.10. The staff 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 Canteen; BCPL shall have no liability whatsoever concerning Contractor's employees.

15.11. The Contractor shall arrange effective supervision of the upkeep, maintenance and catering/services in the canteen premises.

15.12. 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.

15.13. 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.

15.14. 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.

15.15 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 Lepetkata.

15.16. 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.

15.17. 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 Canteen.

15.18. 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.

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

15.20. The Contractor would also have to give one [01] month's 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 alongwith the monthly bill. The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings, furniture, utensils/utilities and all other items and equipments, etc. on the last day of the Contract.

15.21. The Contractor shall not assign or transfer/ sublet the Contract of running or for conduction of the business of the Canteen 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.

15.22. 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.

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

15.24. 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 'AGmark' -specifications' wherever applicable and of makes after discussion with "EIC".

15.25 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.

15.26 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.

15.27 BCPL will covenant with the Contractor as follows:

(a) That the possession, administration and management of the said "Canteen, kitchen and stores situated in the Canteen-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 canteen for the information and guidance of the officials/guests/visitors by the Contractor.

15.28 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, Administrative 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.

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

15.30 Based on previous experience of running industrial canteen in big industries, the approximate no. of contractor manpower is proposed to be 30 **as per the table mentioned below.**

Sl. No.	Designation	Skill Category	Requirement	Shift allotment
1	Head Cook	High Skilled	2	G shift
2	Manager	High Skilled	1	G shift
3	Accountant	High Skilled	1	G shift
4	Assistant Cook	Skilled	2	One in A shift and another in B shift
5	Storekeeper/Marketing	Skilled	1	G shift
6	Cook Helper	Unskilled	7	2 in A Shift, 2 in B shift and 3 in G shift
7	Service Boy	Unskilled	6	1 in A shift, 1 in B shift, 2 in G shift, 2 in C shift
8	Housekeeping Staffs	Unskilled	6	2 in A Shift, 2 in B shift and 2 in G shift
9	Dish Washer	Unskilled	4	1 in A shift, 1 in B shift, 2 in G shift
Total			30	

16 TERMINATION OF CONTRACT

16.1 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 fifteen [15] days' notice. Any loss incurred by the Owner / BCPL 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.

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

17 SUMMARY OF TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT(S)

17.1 Bidders are required to furnish complete & correct information / documents required for evaluation of their bids. If the information / documents, forming basis of evaluation, is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of EMD.

17.2 In case, the information / documents furnished by the Contractor, forming basis of evaluation of his bid, is found to be false / forged after the award of the Contract, BCPL shall have full right to terminate the Contract and get the remaining job executed at the risk & cost of such Contractor without any prejudice to other rights and privileges available to BCPL under the Contract, such as forfeiture of Security Deposit, withholding of pending payments, etc.

17.3 In case the issue of submission of false documents comes to the notice after completion of the Work / Services, BCPL shall have full right to forfeit any amount due to the Contractor alongwith forfeiture of Security Deposit furnished by the Contractor.

17.4 Further, in such event, Contractor / bidder may be blacklisted for future business with BCPL. This is without prejudice to the right of the owner to take any other action as deemed fit.

18. ACCOMMODATION & TRANSPORT ARRANGEMENTS

18.1 No employees of the Contractor other than the employees on duty in night shift shall be allowed to stay in the plant premises during night-time or to use the place for residential purposes unless otherwise approved by "EIC". However, one room shall be provided to the caretaker where the personnel deployed in their free hours can take rest.

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

18.3 Contractor has to make his own arrangements for carrying his personnel & material (to & fro) to the plant without any extra payment. However, BCPL shall provide necessary assistance in issuing the passes by the CISF on the request of the Contractor for smooth passage of his personnel & material.

19. HYGIENE

19.1 The Contractor has to maintain the kitchen, store, dining hall, washing line, etc. in canteens, equipments, utensils, appliances, etc. provided by the Owner including raw materials & finished items in well hygienic manner. To ensure proper health & cleanliness of the service providers, including their dresses, will be responsibility of the Contractor. He may be required to obtain medical Health Checkup Certificate in respect of service providers from the Medical Officer of the Owner from time to time. The EIC shall have the power to verify the same and ask for removal of any of the afore-mentioned items, in case the same is / are not found in order.

19.2 To assess the quality of hygiene maintained by the Contractor, Composite Hygiene Indicator has been prepared on the basis of which monthly assessment is to be made by a committee, constituted by the EIC. A specimen copy of the indicator is available at Annexure-D. A minimum overall score of 96% i.e. 38.4 out of 40 points is to be achieved. In case of any shortfall, suitable deductions will be made from the service charges payable to the Contractor for which decision of the Canteen Committee shall be final & binding on the Contractor.

20. PHYSICAL VERIFICATION OF ASSETS

20.1 ENGINEER-IN-CHARGE or his representative shall be authorized to physically inspect and verify Company's assets from time to time as per his discretion. Contractor shall be responsible for any discrepancies observed in such inspection /verification and make good thereof. BCPL reserves the rights to recover for the losses or damages if any, from the Security Deposit or pending bills of the Contractor in this regard.

20.2 The Contractor shall also ensure that all the appliances, gadgets, equipments etc. are maintained in good running condition. In case any appliance, gadget or equipment is not found in running condition, the Contractor has to get it repaired within a reasonable time to the satisfaction of ENGINEER-IN-CHARGE but not more than 07 days at a time. However, for any major breakdown costing more than Rs. 1000/- per item the cost may be reimbursed by the Owner provided such repair is carried out with the prior and explicit written consent of the Owner.

21. SUPERVISION OF WORK / SERVICES

21.1 Contractor or his authorized representative(s) shall be available at site all times during the currency of the Contract, who shall be responsible for all the activities performed by the service providers and will have direct control / supervision on their activities.

21.2 From the commencement to completion of the Contract period, the Contractor shall take full responsibility for the care of Work / Services. In case of any damage, loss or injury to the Work / Service, the Contractor shall indemnify to the Owner i.e. BCPL to the extent such losses occur due to the negligence of his service providers.

22. ADHERENCE TO SAFETY REGULATIONS

22.1 Contractor shall ensure that all required fire & safety precautions are observed by the service providers at all times during the execution of the job. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard.

22.2 Contractor shall also ensure that all existing and amended fire & safety rules / policies of BCPL are strictly observed in the services rendered by him. Any violation on this

account shall be his responsibility and take suitable action to keep BCPL immune from all its consequences, whatsoever it may be.

23. NUISANCE

23.1 The Contractor or his representative(s) shall not, at any time, cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the Owner or his property or detrimental to the interest of the Owner near the site and to the public in general.

23.2 The Contractor shall not employ or permit to be employed or permit to enter or to remain in the Work / Services site any person suffering from any contagious, loathsome or infectious disease. The Contractor shall get his persons examined by a Civil Government Doctor and submit its report to BCPL as and when asked for the same.

23.3 No employee of Contractor, including himself, is allowed to consume alcoholic drinks or any narcotics within the Owner's premises, Work / Services site during the execution of Work / Services. If he is found to be under its influence, the Owner will terminate the Contract immediately without assigning any reason and may refer the matter to Police or any Law Enforcement Authority.

23.4 The Owner shall not be responsible for any loss or damage caused to the Contractor by theft, fire, burglary, etc. to his items, equipments, etc. The Contractor himself should ensure the security of his goods and all his items and belongings in his own interest at his risk and cost.

23.5 The Owner without prejudice to his all legal rights may initiate criminal proceedings against any staff of the Contractor for creating any law & order problem. Further, the Contractor shall be responsible to change his staff if they are found to have participated in any dharna, morcha & demonstration and used filthy language against Owner or his representatives.

24. STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW:

24.1 The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.

24.2 Contractor must have "Permanent EPF Account" & "Employees' State Insurance Corporation [ESIC] Certificate" in its name. Wherever "ESIC" is not available, the same shall be governed by "Workmen's Compensation Act, 1923" for which bidder must obtain a suitable Workmen's Compensation Policy. Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "Workmen's Compensation Certificate [prior to commencement of work, in case of award]" must be submitted.

24.3 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for

rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund.

24.4 The contractor shall regularly submit all relevant records/documents in this regard to BCPL representative for verification and upon such satisfaction only BCPL will release of the amounts paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill a copy of challan in proof of payment of P.F. contribution (employees & employers) along with copy of Electronic Challan cum Return (ECR), Copy of Confirmation Slip and Copy of Acknowledgement slip relating to the dues and employment of personnel deployed by him.

24.5 The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in presence of the authorized representative of the Principal Employer. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc., arising out of disputes relation to the dues and employment of personnel deployed by him.

25. JURISDICTION:

25.1 The Contract shall be governed by and construed according to the laws in force in India. The Contractor, hereby, submits to the jurisdiction of the courts situated at Dirugarh that, for the purpose of disputes, actions and proceeding arising out of the Contract, the courts at Dibrugarh only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

PRIOR TO SUBMISSION OF 'OFFER/ BID', BIDDER MUST VISIT THE 'SITE OF WORKS' TO ASSESS THE 'NATURE AND QUANTUM OF WORK' ACTUALLY INVOLVED.

SCOPE OF WORK

1.SCOPE OF WORKS OR SERVICES:

- 1.1 The scope of work includes Housekeeping / sweeping, cleaning in BCPL main Canteen having total area of as per following:
- The Contractor shall ensure the preparation and serving of Lunch, Dinner, Snacks, Sweets, Tea, & Coffee hygienically in Plant Area at the premises of BCPL, to its employees, workers of other organizations / agencies, guests & visitors, vendors, etc. on chargeable basis with the man and material arranged by the contractor. It includes the serving of Branded, Packed fresh Snacks, Biscuits, Beverages, Ice-Creams, etc. The proper maintenance of canteen, distribution points, utensils, equipments & appliances, etc. in well hygienic manner will be the responsibility of the Contractor.
- Provision of caretaking of Canteen premises includes cleaning of reception (front-desk), dining hall, pantry, wash area, stores, caretaker's room, sweeping & swabbing of floor, wet cleaning of floor, cleaning and dusting of wall, windows, window panes, doors, ceiling, dusting of Venetian blinds, cleaning of tables, chairs, outer surface of cupboards, removing cobweb inside building, covering floor, ceiling, side and all toilets located in the Canteen premises, as per direction of EIC.
- The Contractor has to arrange all tools and tackles for sweeping. He shall also provide required cleaning equipments and PPE like boots, rubber hand gloves, brushes, gunny bags, etc. as per '**Annexure-A**' for protective sanitary and general cleaning. For this nothing extra shall be paid by BCPL.
- For carriage of materials like garbage, debris, minor building rubbish, earth, etc., the same is to be disposed off beyond the premises up to a designated dumping yard as directed by the EIC.

Sl. No.	Cleaning/Sweeping/Mopping/Wet cleaning of	Area in Sq. Mtrs
1.	Total covered Area of Canteen	1038.75
2.	Porch, Verandah, Cylinder storage area, drains and other surrounding area	157.20

2.SERVICE POINTS:

Hub of all catering services where not only lunch will be prepared and served but snacks will also be prepared and distributed to all the specified centers for serving to the employees/ workers of respective areas. It will run on round the clock basis for the aforesaid purpose. These points are indicative & can be increased, decreased or changed from time to time by the Engineer-in-Charge (EIC), as per requirement of the Owner.

3.SERVICE TIMINGS:

For the employees coming in shift operation, round-the-clock refreshment services like serving of Tea, Coffee, Snacks and Cold Drinks will be available through Canteen situated at Plant. However, these timings are indicative and can be changed by the EIC depending upon the

requirement from time to time. Branded packed snacks and beverages will be available on round-the-clock basis at canteens.

Morning 08:30 hours
Evening 16:00 hours

Pre-Noon 10:00 hours
Night 07.30 hours

* Sufficient nos. of persons should be present in the night shift every day.

Services are to be provided even on weekends and closed holidays, as per requirement.

4. RATES OF ITEMS:

Rates of items to be served in the canteen shall be as mentioned at Annexure-C. These rates have been prescribed on the basis of cost of raw materials likely to be consumed on preparation of the relevant items on "no profit - no loss" basis. These rates are inclusive of all taxes payable if any by the contractor.

The branded packed snacks, biscuits and beverages are to be supplied on not more than the MRP.

Bidder should ensure about the workability of the rates specified at Annexure-C before bidding for the service charges. During the 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.

Contractor may be required to prepare those items not covered in the rate-list (Annexure-C). Rates of these items will be finalized by the Canteen Committee in consultation with the Contractor on the principle of the cost of material in preparation of the item on "no profit - no loss" basis.

The Contractor shall charge from the employees for the various food items supplied by him at the above prescribed rate. It shall be incumbent on him to ensure the preparation of various food items of acceptable quantity and quality.

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 to by the management. The price(s) of any food item(s) not otherwise specifically mentioned in the Contract shall not exceed the approved rate(s).

Distribution of tea & snacks at various departments and sections will have to be made / arranged by the Contractor as per the strength of employees working there. In case of shifting of any department / section to a new building or place, the Contractor shall automatically make arrangements for the distribution of tea & snacks there, without waiting for any specific instructions from EIC.

5 RAW MATERIALS & STOCKS:

For preparation of the lunch, dinner & snacks in adequate quantity, Contractor will be required to make arrangements for keeping stock of needed raw & other materials for a period of at least 15 (fifteen) days at all times in normal environment at his own risk & cost. During emergency, Contractor may be asked to keep more stocks to meet any eventuality. EIC shall have the power to inspect and verify the same.

Only Agmark, ISI Standard or branded raw materials are to be used for preparation of lunch, dinner & other items. 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 a few branded items have been mentioned at '**Annexure-B**'

The quality of materials will be the sole responsibility of the Contractor which can be inspected and verified by the EIC or any authorized person without any prior notice. All perishable items like vegetables, milk & milk products, sliced bread, etc. are always to be kept fresh and stale items are not to be used at any cost.

The Contractor shall make necessary arrangements for keeping standard, quality, pure & fresh material at all times. He shall be solely responsible in case any discrepancy is detected by the enforcing authorities under the Prevention of Food Adulteration Act, 1954 or any other enactment & indemnify BCPL from all consequences thereof, if any.

To bring materials / equipments / tools / tackles, etc. inside the Plant for preparation of food items, the Contractor has to produce challans / proper documents to the security personnel at the gate. The materials shall be checked thoroughly by the security personnel at gate & recorded in their register before allowing any material to bring inside the Plant by the Contractor. It is the Contractor's responsibility to see that the entries including entry nos., dates, signatures of Owner's authorized representative(s) with stamp challans / supporting documents signed by company's personnel at gate during entry are recorded properly.

6 MODE OF OPERATION:

Based on the intimation received, Contractor will prepare lunch and dinner in adequate quantity and serve in the dining hall attached with the Plant canteen against the payment of charges as mentioned at Annexure-C during the specified timings.

Normally or in ordinary circumstances, no lunch / dinner will be served to the employees on their table or working place.

However, in exceptional cases limited number of lunch and dinner will be provided subject to receipt of its prior intimation duly counter-signed by the EIC or his authorized representative. Requisite numbers of official lunch / dinner are to be prepared in canteen and served at the specified place in the Plant premises for which suitable arrangement is to be made by the Contractor. The number of lunch / dinner as the case may be treated as indicative and actual number may vary depending upon the requirement. The payment will be made based on the actual number of lunch / dinner served in the meetings / conferences / seminars / trainings, etc.

General shift personnel are to be served branded packed snacks, prepared snacks, beverages, etc. during the working hours against payment of charges as mentioned at Annexure-C. Contractor will make suitable arrangements for providing the services even on weekdays & other holidays, as per requirement of the Owner. Prepared snacks will be catered to the employees at Main Fire Station, Central Workshop, Central Warehouse, EIL Site Office, Admn Building, Control Rooms or any other office building/work site coming up in future as per project /plant requirement at specified timings from Plant canteen. BCPL shall not be responsible for any loss or damage of Contractor's man or material in transit.

Adequate quantity of branded packed snacks, biscuits, beverages including tea & coffee powder are to be kept at each canteen 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.

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.

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 or non-usable liquids, ingredients not to be used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found sub-standard adulterated or of poor quality shall be rejected.

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.

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-products such as curd, yoghurt, cheese, cream, butter etc. shall be of good standard and should be prepared and served fresh.

If any of the above mentioned items are found to be of substandard quality, the same shall be rejected outright. If an authorized representative of BCPL finds such adulterated/rotten or poor-quality raw material or items cooked out of such items, he shall have the right to destroy such items on the spot without any compensation to the Contractor, whatsoever.

The used cups, saucers, tea-pots, utensils are washed with good-quality, utensil cleaning powders. Used utensils/bowls are to be additionally washed in hot water.

The dining hall, kitchen, Canteen, Stores, Caretaker room will be maintained properly.

Tea-leaves, left-over food, and other discarded items will be collected in proper refuse-bins and disposed of immediately.

The Contractor shall exclusively manage catering arrangements like supply of tea/snacks, meals, etc. as & when demanded on the specified rates fixed by BCPL.

BCPL shall not be responsible for any amount due of the Contractor arising out of supply of foodstuffs delivered by him to any person/individuals.

The Contractor shall maintain the Canteen-premises properly in hygienic condition as per the satisfaction of BCPL's representatives.

The Contractor shall provide alternate fuel at his own cost in case of non-availability of LPG without affecting catering or deterioration of quality and services.

Disposal of Garbage: It shall be the responsibility of the Contractor to dispose off garbage, accumulated during the operation of this Contract, at least twice in a day and/or at any time when garbage is accumulated in quantities more than the capacity of the dustbin/garbage-drum. The Contractor shall ensure that garbage should never be kept overnight in the premises of Canteen.

Food-Menu: Menu / types of food-items have been listed under 'Annexure- C'. BCPL shall in its discretion order for any of the food-items. The contractor shall print weekly Menu Card indicating the approved rates of items.

7 PROVISION OF INFRASTRUCTURE:

BCPL shall provide canteen premises, including furniture, kitchen appliances, gadgets, equipment, utensils, etc. required for running the canteen in smooth, efficient and effective manner. A list of such items, duly received by the Contractor, shall be prepared in triplicate. One

copy of which shall be handed over to the Contractor who shall be responsible for their safe, proper custody and utilization in prudent manner.

On the expiry / termination of the Contract, Contractor shall be obliged to handover peaceful vacant possessions of the canteen premises / pantry, including furniture, kitchen appliances, gadgets, equipments & utensils handed over to him by the management in good working condition wherever required. However, a wear & tear loss to the extent of 25% per annum shall be allowed in crockery items & 5% per annum in case of utensils items. Contractor has to make note of any loss or damage to the Owner due to its use or pilferage.

In case of failure to return the possession of the aforesaid infrastructure handed over to the contractor, BCPL, after giving a reasonable notice, as the Owner has right to take over the possession of aforesaid assets and levy such loss or damages as deemed fit which shall be final and binding on the Contractor.

8 DEVIATION OF SERVICES:

During the Contract period, if required, Contractor may be asked to provide the services at additional canteens as and when called for on the same rate, terms & conditions. Similarly, depending upon the requirement, he may be asked to discontinue the services at any canteen.

===== X =====

“ANNEXURE-A”

MATERIALS/RESOURCES TO BE SUPPLIED BY CONTRACTOR

- Adequate number of service providers during the operation of canteens as per requirement for preparation and serving of lunch, dinner, tea, coffee, snacks etc. in prompt, efficient and hygienic manner.
- Sufficient stock of raw materials required for lunch, dinner, tea, coffee, snacks, etc. for at least 15 days period
- Sufficient stock of packed branded snacks, biscuits, cold drinks etc. with adequate expiry period
- Sufficient stock of cleaning agents / materials for cleaning / washing of utensils, appliances, equipments, etc.

CLEANING TOOLS TO BE PROVIDED FOR HOUSEKEEPING AND MAINTENANCE

1. Broom(Hard)
 2. Broom(Soft)
 3. Bleaching powder
 4. Carpet Brush
 5. Mosquito Killer-Hit/Baygon
 6. Thinner for removing paint stains/hard stains-Rouf
 7. Scrubber-Long Handle
 8. Phenyl-Bengal Chemicals/Cleanzo or equivalent make [ISI-marked] in containers of liter
 9. Cleaning powders, vim make or equivalent in standard packing of ISI-mark
 10. Soft brushes, for carpet-cleaning
 11. Glass-cleaning agents, Colin-make, or equivalent; to be supplied in standard plastic bottles – as per IS:8540
 12. Cloths / scrubbers, for floor-polishing
 13. Jute-cloths, for floor cleaning by phenyl-water solution.
 14. Yellow color soft cloths with fur, for cleaning furniture & delicate objects
 15. Room-freshener
 16. Battery Cells for TV remote-control/Wall Clock
 17. Harpic-Reckitt Benckiser
 18. Paper Napkins - Kim Tissue
 19. Drainex to clean blockage in urinals
 20. Paint-thinners, for removing paint-stains
 21. AOS liquid soaps, for foam-cleaning
 22. Granite stone polishing
 23. Garbage-collection polythene bags Big and Small (for dust bins)
 24. Cloth-dusters
 25. Odonil or ISI marked air purifier in standard packing of 75 gms each
 26. Napthalene Balls
- Other items which Contractor may like to bring with prior intimation for efficient and effective functioning of the Contract

MATERIALS/RESOURCES TO BE SUPPLIED BY BCPL

- Infrastructure facility i.e. space for canteen in Plant premises
- Free water & electricity supply as per requirement
- Kitchen appliances, equipments, gadgets, empty gas cylinders
- Adequate crockery and utensils for dining hall
- Free of cost intercom telephone facility



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]