



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

Brahmaputra Cracker and Polymer Limited

(भारतसरकारकाउपक्रम) / (A Government of India Enterprise)

प्रशासनिकभि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डब्रुगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिनकोड- 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

TENDER NO:

BCPL/C&P/LE21W103BB/01804

Dated 20.10.2021

TENDER DOCUMENT

FOR

“HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

Open Domestic Competitive GeM-Bidding (Under Two Bid System Basis)

Tender Submission & Opening date	:	04.11.2021
Pre Bid meeting Date & Time	:	28.10.2021at 15:00 Hrs
EMD Amount	:	NOT APPLICABLE

Contact Person: - BHASKAR JYOTI BARMAN

Administrative Building

BCPL Project Site, Lepetkata

Dibrugarh-786006, Assam.

Contact No. 9954195756

bhaskar.barman@bcplindia.co.in

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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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FAQ

[QUESTIONS AND ANSWERS]

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

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



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SECTION – I

INVITATION FOR BIDS [IFB]



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SECTION – I INVITATION FOR BID [IFB]

To,

Dt. 20.10.2021

PROSPECTIVE BIDDERS

SUB: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir/Madam,

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract will be valid for a period of 24 (twenty four) months to be reckoned from the date of issuance of LOI/LOA.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	NOT APPLICABLE
IV	BID DUE DATE & TIME	:	04.11.2021
V	OPENING OF UNPRICED BID	:	04.11.2021
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of un-priced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	GeM Portal under two bid system and also to be uploaded on BCPL's website.
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	28.10.2021at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. OR Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 28.10.2021 at 15.00 Hrs. Comment/

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		clarification on the query related shall be sent on E-mail. OR Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Learn More Meeting options Bcpl1@bcplindia.co.in
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. ~~As this being an online tender, please refer~~ **INSTRUCTIONS FOR PARTICIPATION IN TENDER (Pg. No. : 60)**. ~~The IFB is an integral and inseparable part of the bidding document.~~
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected. – **NOT APPLICABLE**
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from BCPL's website (<http://www.bcplonline.co.in> or [GEM](#)) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 28.10.2021 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. **OR**

Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 28.10.2021 at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail.

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OR

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Bcpl1@bcplindia.co.in,

to discuss Scope of Work, Terms and Conditions of tender document. For participation contact
MANAGER (C&P) Phone No. 9954195756; Email ID: bhaskar.barman@bcplindia.co.in.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Bhaskar Jyoti Barman]

Sr. MANAGER [C&P]

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



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder must have **executed & completed** at least one single order/contract/agreement of Catering /Pantry/ Canteen Services in office / Guest House / Training Institute of any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company of value not **less than 99.70 lacs** in previous SEVEN years prior to final due date of bid submission.

Note 1:

- a) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- 1.1.2 If the bidder is executing a similar service contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above at sl. no. 1.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

1.1.3 Relaxed Norms for Startups (prior experience criteria):

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for 'Startups' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above.

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

1.2 BEC- Financial: (as a single bidder)



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1.2.1 TURNOVER:

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2020-21 or 2019-20 or 2018-2019) shall be **Rs. 99.70 lacs**.

Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1 i.e. FY: 2020-21 or 2019-20 or 2018-2019**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-21** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2020-21 i.e. FY: 2019-20 or 2018-2019 or 2017-18**. Accordingly, Annual Turn-over of the bidder for the **FY: 2019-20 or 2018-2019 or 2017-18** shall be considered.

1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2020-21**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-21** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2020-21 i.e. FY: 2019-20** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2019-20** shall be considered.

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e., FY: 2020-21** shall be **Rs. 19.94 lacs**.

Note:

- In case Bidder's working capital is inadequate or negative, the bidder shall submit a letter (as per Format, F-15) from the Bidder's bank having net worth not less than **Rs. 100 Crore**, confirming the availability of the line of credit to meet the working capital requirement as mentioned in the tender, i.e., at least Rs. 19.94 Lacs.
- In case, audited financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-21** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2020-21 i.e., FY: 2019-20**. Accordingly working capital of the bidder shall be considered for the **FY: 2019-20**.

NOTE: If bid closing date is after 30th November of the relevant financial year (or as



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amended from time to time by Government), bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years (subject to Govt. circular for extension of the last date for finalization of account).

1.2.4 Relaxed Norms for Startups in financial criteria:

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

If a Startups company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without **any prior experience & turnover criteria** as mentioned above and emerges as lowest evaluated bidder, the LOA / Order on such Startups shall be placed for entire tendered quantity.

However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.

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

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

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document [All documents to be uploaded (submitted) must be <u>Certified/attested by Chartered Engineer & Notarized by notary public.</u>]	
1.	1.1.1	Experience against execution & completion of order	a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been completed / executed as mentioned at BEC clause no. 1.1.1 along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point "a)" above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value,



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Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against execution of running Contract	a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should have been issued by the end-user/owner/authorized consultant.
3	1.1.3	Documents against Startup Company	a) Bidder (having New/Old startup “Certificate of Recognition” as mentioned at 1.1.4) to upload/submit the valid ‘ Certificate of Recognition/Registration ’ issued by Department for Promotion of Industry and Internal Trade (DPIIT) [formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notarised by notary public with legible stamp.



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Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			b) Bidder (having Old startup “Certificate of Recognition” as mentioned at 1.1.3) also to upload/submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT(formerly known as DIPP) duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notarised by notary public with legible stamp..
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for ‘Startup’ as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <u>duly Certified/attested by Notary public with legible stamp.</u>]	
4	1.2.1	Annual Turn-over (Not mandatory for start-ups)	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2020-21 or 2019-20 or 2018-19.
5	1.2.2	Net worth (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2020-21.



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Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
6	1.2.3	Working capital (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2020-21 . If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u> , the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores , confirming the availability of line of credit to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).
7		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only .

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

- A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- Bids of Joint Venture / Consortium are not acceptable.
- Experience of bidder acquired as a subcontractor can be accepted against submission of work completion certificate from end user by such bidder along with other specified documents as mentioned in sl. no. 1.3 above under BEC clause no. 1.1.1.



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- iv) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- v) **The cut-off date for meeting the criteria of BEC of the tender shall be one day prior to the due date for submission of bid.**
- vi) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, **relevant clause of ITB to be referred.**

2.0 **Methodology for Evaluation of Bids:**

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.
- 2.2 The evaluation will be done on **overall L-1 basis** and will be evaluated for award.
- 2.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startups shall be placed for the quantity as per distribution methodology defined in Section-II of tender document.

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]
- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant.**

Note: In case of tie as mentioned at 2.4, 2.5 and 2.6 above, the evaluation shall be carried out as per GeM provision (if any) in place of provisions mentioned in above clause.



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2.7 CPBG:

The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

2.8 PPP Policy 2012:

*Considering the nature of job, **splitting of quantities will not be possible in this case** and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price”.*

2.9 CLAUSE REGARDING PROVISION FOR PP-LC (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):

Any bidder who opt to avail the provision for PP-LC. For details, relevant clause of ITB to be referred.

While evaluating the bid, bidder option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order and as per the distribution methodology:-

(a) Public Procurement Policy for MSE 2012

(b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC).

Any other situation if arise will be dealt in equitable, fair & transparent manner after giving preference to MSE and Class I local supplier and BCPL's decision in this regard will be final and binding on bidders.

2.10 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

For details, relevant clause of ITB to be referred.



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NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



SECTION-III
INSTRUCTION TO BIDDERS

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SECTION-III **INSTRUCTIONS TO BIDDERS [ITB]**

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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.

SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.

- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

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

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

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

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to



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misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

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

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

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

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

4 **ONE BID PER BIDDER**

- (i) A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- (ii) More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

- (iii) Alternative Bids shall not be considered.



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- (iv) The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

5 **COST OF BIDDING & TENDER FEE**

5.1 **COST OF BIDDING**

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

5.2 **TENDER FEE**

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.
- 5.2.2 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE- 2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.
- 5.2.3 In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

6 **SITE VISIT-NOT APPLICABLE**

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BIDDING DOCUMENTS**

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

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid



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not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

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



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[Government Website](#)] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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

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



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11.1.2 ENVELOPE-II: Price Bid

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST &**

TENDER NO: BCPL/C&P/LE21W103BB/01804 FOR “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”.



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SGST/ UTGST or IGST) on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

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

- 13.1 Bidders are required to submit copy of the **GST** Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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



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any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

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

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

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where BCPL is



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entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

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

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

13.10 **ANTI-PROFITEERING CLAUSE:**

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

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

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

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



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

16 **EARNEST MONEY/BID SECURITY**- :

(THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICE BID. OTHERWISE THE BID SHALL BE REJECTED.)

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

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

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

16.9 Submission of EMD is mandatory for this tender irrespective of MSE status-as being the nature of tender, however start-up are exempted from submission of EMD. However, Traders/Dealers/Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

17 PRE-BID MEETING (IF APPLICABLE)

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

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

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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA



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

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

20 **E-PAYMENT**

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

[D] – SUBMISSION OF BIDS

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

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



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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.



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- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 **BID OPENING**

26.1 ***Unpriced Bid Opening:***

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

26.2 ***Priced Bid Opening:***

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

27 **CONFIDENTIALITY**

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



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28 CONTACTING THE EMPLOYER

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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



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- 36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

37 **SIGNING OF AGREEMENT**

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

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 8.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 3% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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



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

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- Issue of tender document to MSEs free of cost.
 - Exemption to MSEs from payment of EMD/Bid Security.



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- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

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

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

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

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

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

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

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



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41 **AHR ITEMS**

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

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

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

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

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

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

43 **INCOME TAX & CORPORATE TAX**

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

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

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

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

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

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

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

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



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

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

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



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

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

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

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

51. CHECK MEASUREMENT

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

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



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

52. **PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007**

As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific provision in the tender be made which makes it incumbent on the supplier to transport the contracted material /supplies only through registered common carriers.

53. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
54. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the



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provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

Annexure-A

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

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

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

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the

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companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
- iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

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

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

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.

- (i) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:
 - (a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

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

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

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

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



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Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

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

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

Witness:

1)

2)

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

Witness:

1)

2)



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(A Government of India Enterprise)

Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

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

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

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



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2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)



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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



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Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

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

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahmaputra Cracker and Polymer Ltd.

Dear Sir(s),

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

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

1. The said M/s. _____ (Supporting
Company) has approached us and at their request and in consideration of the premises
we having our office at _____ have agreed to give such
guarantee as hereinafter mentioned.
2. We (name of the bank) _____ registered under the laws
of _____ having head/registered office at
_____ (hereinafter referred to as "the Bank", which
expression shall, unless repugnant to the context or meaning thereof, include all its



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

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



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and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its



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correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

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

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

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

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

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

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

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

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of



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their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir

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

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

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

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

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

.....



CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir

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

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

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

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

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

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



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Annexure-C

1. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 DEFINITIONS

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

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

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.



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- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC) in Services** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3.0 SCOPE

- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.



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- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

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

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

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

- 3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

- 3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

- 4.1 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

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

- 5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>



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- 5.2 For all other Domestic Competitive tenders, 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the 'Class-I local supplier'.
- 5.3 Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- 5.4 'Class-II local supplier' and 'Non-local supplier' will not get purchase preference in any tender.
- 5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1 In procurement of all items not covered by para 5.1, the following provisions is to be considered for LC linked Purchase Preference:
- 6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) 'Class I Local supplier' shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 6.1.3 **Goods:**

(a) If the tenders can be split (as specified in BDS) then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially qualified



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‘Class I Local supplier’, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a ‘Class I Local supplier’, the entire procurement value shall be awarded to such bidder.

***** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.***

(b) If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible ‘Class I Local supplier’ for the entire quantity.

6.1.4 Services/EPC Contracts:

- (a) **In case tender for services/ EPC cannot be split (as specified in BDS)**, The entire contract would be awarded to the lowest techno-commercially qualified ‘Class I Local supplier’, subject to matching with L1, if such bidders are available.
- (b) **In case tender for services/EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those ‘Class I Local supplier’ whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

6.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.



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7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3 LC of the EPC Contracts:

7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4 Calculation of LC and Reporting



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LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.0 CERTIFICATION AND VERIFICATION

8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

(c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

(d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.1 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder



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meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.

8.5 BCPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

9.0 Sanctions

9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which



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BCPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non-compliance to minimum local content, the penal action as above shall be applicable.

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded



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accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- 1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, non Local supplier/Class-II local supplier as per PP-LC

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

L3 bidder is MSE bidder (prices within 15%)

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

(II) Divisible item-Case 1

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

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

(III) Divisible item-Case 2



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L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

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

- (IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.
 - (V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.
-



FORM-1 of Annexure-C

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I
LOCAL SUPPLIER ONLY)**

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	☐
Policy to Provide Purchase Preference (linked with local content)	☐

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORM-2 of Annexure-C

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is to further confirm that M/s _____ (*Name of Bidder*)/ M/s (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORM-3 of Annexure-C

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is to further confirm that M/s _____ (**Name of Bidder**)/ M/s (**Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer**) (~~strikethrough which is not applicable~~) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:



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



FORM-4 of Annexure-C

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier(*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

Place: [Signature of Authorized Signatory of Manufacturer]

Date: Name:

Designation:

Seal:

Note :

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary



FORM-5 of Annexure-C

CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II SUPPLIER

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s._____ (**Name of Manufacturer**) hereby certify that M/s._____ (**Name of Manufacturer**) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (~~strikethrough which is not applicable~~) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (**Name of the bidder**).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.

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Annexure-I



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

A Definitions:

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

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

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

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

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

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

“Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central



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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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



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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month



at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D 3 Effect of Suspension of business:

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

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



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

F. Appeal against the Decision of the Competent Authority:

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant.



Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

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

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

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

3.1 **FOR PROJECTS**

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

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

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

Where Performance rating is “POOR”:

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

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



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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for



suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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



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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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

6.0 **EFFECT OF HOLIDAY**

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

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



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

6.3. Effect on other ongoing tendering:

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

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

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

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

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

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

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

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

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



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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks



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



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:



A. GENERAL

ITB clause	Description				
1.2	The Invitation for Bids/ TENDER NO is : TENDER NO.: BCPL/C&P/LE21W103BB/01804				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				

B. BIDDING DOCUMENT

ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. BHASKAR JYOTI BARMAN, MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: bhaskar.barman@bcplindia.co.in ;

C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>



12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be THREE MONTHS from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The TENDER NO. of this bidding process is: BCPL/C&P/LE21W103BB/01804
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. BHASKAR JYOTI BARMAN, Sr. MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: bhaskar.barman@bcplindia.co.in ;
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: bhaskar.barman@bcplindia.co.in ; Date: 04.11.2021 Time: 15:00 Hrs.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.



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



**Clause no.
27.3 of GCC**

Bonus for Early Completion:

APPLICABLE	☐ NO
NOT APPLICABLE	☐ YES



FORMS & FORMAT



LIST OF FORMS & FORMAT

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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"



TENDER NO.: BCPL/C&P/LE21W103BB/01804

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration] {CERTIFICATE OF INCOPORATION / ROC / ROF} May tick on the applicable document and submit the same.
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ _____
9	E-mail address	
10	Website	
11	Fax Number:	_____
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	



18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
24	WHETHER START-UP?	YES/NO
25	EPF / PF No.	_____ Please submit relevant Certificate
26	POWER OF ATTORNEY & NAME OF PERSON	Submitted _____ Name: _____
27	Confirm compliance to one bid per bidder as per ITB clause no. 4	
28	Confirm applicability under MSE or PPLC Ref. section II of tender document for details	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

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

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



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

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

.....



LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

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

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

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



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

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

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

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

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

Place:
Date:

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



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "contractor" which
expression shall wherever the context so require include its successors and assignees) have
been awarded the work of _____
vide PO /FOA/LOI

No. _____ dated _____ for M/s Brahmaputra Cracker
and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Dibrugarh,
Assam. The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs.
_____ (Rupees _____) as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of
Contract Performance Guarantee includes guarantee executed by Nationalized Bank,
undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited,
in case of default. The said _____ has
approached us and at their request and in consideration of the premises we having our office at
_____ have agreed to give such guarantee as hereinafter
mentioned.

1. We

_____ hereby
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made
by M/s. _____ in performing any of the terms and
conditions of the tender/order/contract or in payment of any money payable to M/s
Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur,
contest, protest and/ or without any recourse to the contractor to BCPL 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 require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights
conferred on you under the contract with the said
_____ and to enforce or to forbear from endorsing any
powers or rights or by reason of time being given to the said _____
and such postponement forbearance would not have the effect of releasing the bank from its
obligation under this debt. 3. Your right to recover the said sum of Rs.
_____ (Rupees
_____) from us in manner aforesaid will not be
affected or suspended by reason of the fact that any dispute or disputes have been raised by the



said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier / contractor and not withstanding any security or other guarantee that BCPL may have in relation to the supplier's / contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.



Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details: EMD/ Bid Security No. & date Value Validity	NOT APPLICABLE
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	APPLICABLE GST	_____ (RCM basis) _____ (FCM basis)

Place:
Date:

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



ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

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



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



CHECK LIST

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

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

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



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	NOT APPLICABLE		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1)</i>		YES	NO
A	ORDER COPY	<u>Certified/attested by Chartered Engineer & Notarized by notary public</u> with LEGIBLE stamp	YES	NO
B	ORDER COPY	<u>Certified/attested by Chartered Engineer & Notarized by notary public</u> with LEGIBLE stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	<u>Certified/attested by Chartered Engineer & Notarized by notary public</u> with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	<u>Certified/attested by Chartered Engineer & Notarized by notary public</u> with legible stamp	YES	NO
F	'CERTIFICATE OF RECOGNITION' ISSUED BY DEPT. OF INDUSTRIAL POLICY AND PROMOTION, MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA	a) Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp. b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP self-certified	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Successful bidder shall have to submit Security Deposit (SD)/Contract Performance Security @3%of Annualized Contract Value excluding taxes & duties (valid up to 3 months beyond the contract period).		YES	NO



6.	Tender Document signed & stamped.	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD “QUOTED/NOT QUOTED” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO

Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.

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

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



THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

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



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

B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3 RD Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	

D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	
D5		Period of Contract/ Order	



D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc	
----	--	--	--



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

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

NB:

- Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2020-21, 2019-20 & 2018-2019 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2020-21, 2019-20 & 2018-2019 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2020-2021 FY: 2019-2020 FY: 2018-2019	Yes / No Yes / No Yes / No	



1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2020-21. Name of Issuing Bank_____ Branch Code:_____ Location &Address:_____ Tel No._____ Email ID:_____	Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



F-15

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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

This is to certify that M/s (name of the bidder with address)
(hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for BCPL's RFQ/TENDER NO.
..... dated for
.....(Name of the supply/work/services/consultancy) and as
per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank
confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms
availability of line of credit to M/s (name of the bidder) for at least an
amount of Rs. _____ (Total Working Capital Amount) to meet the inadequacy in Working
Capital.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent
USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

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:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & 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. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"

TENDER NO.: BCPL/C&P/LE21W103BB/01804

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SPECIAL CONDITIONS OF CONTRACT

[SCC]

SUB: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE21W103BB/01804

1. GENERAL:

- 1.1 The Special Conditions 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 whatsoever 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 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.
- 1.5 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. 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 Administrative Building, BCPL Project Site, 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. FAILURE IN MOBILIZING RESOURCES:

If Service Provider fails to timely commence provision of all or any of the Services on the date specified by BCPL for commencement, BCPL shall, without prejudice to any other right or remedy available to BCPL, be entitled to recover from the Service Provider by deduction from the invoice(s) of the Service Provider or Security Deposit or otherwise with respect to Service(s) which are not commenced, liquidated damages as specified below which have been worked out and are acknowledge by the parties to be genuine pre-estimate of the damage likely to be caused to BCPL for each week of delay in commencement of any Service(s):

- | | | |
|----|---|--|
| 1. | For the first week of delay or part thereof in commencement of any service(s) | ½% (half per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work thereof. |
| 2. | For the second week of delay or part thereof in commencement of any service(s). | 1% (one per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work thereof. |
| 3. | For the third week of delay or part thereof in commencement of any service(s). | 1 ½% (one and one-half per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work hereof. |



- | | |
|--|---|
| 4. For the fourth week of delay or part thereof in commencement of any service(s). | 2% (two per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work hereof. |
|--|---|

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

5. The total liquidated damages payable by any recoverable from the Service Provider for the delay in commencing any Service(s) shall not exceed 5% (five per cent) of the annualized price of Service(s) as specified in Scope of work hereof in relation in which the delay has occurred.

6. It is recognized that there may be Deficiency in the performance by the Service Provider of one or more of the Services required to be performed by the Service Provider under the Contract, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s), it is agreed that for each Deficiency as determined by BCPL in any Service(s) to be performed by the Service Provider. BCPL shall be entitled to a discount of Rs 1,000/- (Rupees One Thousand only) in the price, payable for the relative Service(s) mentioned in scope of work to the Service Provider for each day or part thereof deficiency of service, limited to 10% of yearly value of the costs of the services where the deficiency is noticed.

7. The Service Provider shall maintain all the Reports, Returns, perform and other prescribed documents as prescribed under all the applicable Labour Legislation and BCPL shall have the right to satisfy itself in this regards at any point of time. Each default by the Service Provider shall entitle the BCPL to recover from the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs 5,000/- (Rupees Five Thousand Only) per default.

8. Expression “Deficiency” shall mean a deficiency in the availability, quality or the efficiency of any Service(s) at any time as determined by BCPL (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, BCPL shall give the Service Provider a show-cause notice setting out the Deficiency or Deficiencies observed, and give the Service Provider an opportunity of 7 (seven days) within which to make a representation in respect thereof. If any such representation is made, BCPL shall take cognizance of the same before taking a final decision.

9. If the Deficiency with respect to any Service(s) (but not in respect of all the Services), shall continue for such period or in such manner as to cause BCPL to decide (BCPL’s decision in this behalf being final and binding on the Service Provider), BCPL may, without prejudice to its right to price discount in respect thereof as provided herein above and without prejudice to its right to terminate the Contract hereof, terminate the Service(s) in respect of which the Deficiencies have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof if BCPL has given a written notice to the Service Provider of such deficiency (ies), and the Service Provider has not within 7 (seven) days of receipt of such notice taken steps satisfactory to BCPL to rectify the Deficiency (ies).

10. “Service” shall comprise scope of work attached here to Catering/canteen/pantry Services as set out in Annexure “B” hereto.

11. “Location(s) shall mean with respect to Catering & pantry Services, the Office(s)/Premises set out in **Appendix 1 to Annexure “B” of SOW** hereto.

12. VALIDITY OF QUOTED RATES/PRICES:

12.1 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.

13. CONTRACT VALUE:



13.1 The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding 'GST' [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'.

14. SCHEDULE OF RATES [SOR]

14.1 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.

14.2 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.

14.3 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".

14.4 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].

14.5 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.

15. **ENGAGEMENT:** BCPL hereby engages Service Provider to provide the Services at the Locations and for the Period for “**24 (twenty four) months**” which shall be reckoned from the date of Letter of Intent [LOI] or as may be mentioned therein subject to the terms and conditions hereinafter specified.

16. PERSONNEL:

(a) Service Provider shall ensure that his personnel deputed for or in connection with the provision of the Services shall be:

(I) trained, experienced and competent to do the jobs for which they are assigned.

(II) well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,

(III) polite, respectful and courteous to all persons with whom they deal/ inter-act.

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



17. TAX LIABILITIES:

- 17.1 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 'GST', 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.
- 17.2 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 'GST' 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.
- 17.3 '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'.

18 TERMS OF PAYMENT/PAYMENT OF SERVICE CHARGES:

- 18.1 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.
- 18.4 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.
- 18.5 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.
- 18.6 Contractor shall submit 'Bills' [in standard 'pro forma'], submitted in 'quadruplicate' [i.e. four (04) hard copies], with "EIC / BCPL's authorized representative(s)".
- 18.7 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".
- 18.8 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].

19. PENALTY:

Penalty shall be imposed as per the following:

SN.	VIOLATIONS	PENALTY per occasion/instance
19.1.	In case the Contractor fails to provide the services in the canteen like during bandh/strike, etc. In this regard, the decision of the EIC shall be final & binding on the Contractor.	Rs 5,000/- per occasion.
19.2.	In case, up-keeping is not found satisfactory, till the services are found to be satisfactory. Decision of penalty is at complete discretion of "EIC".	Rs 2,000/- per day



19.3.	In case, Contractor procure materials, which is of substandard and not approved by the "EIC" or his authorized representative of BCPL.	Rs 2,000/- per occasion
19.4.	On running meals during breakfast, lunch, dinner, tea, etc., if any shortfall w.r.t. quality or quantity is found.	Rs 1,000/- per such instance per item.
19.5.	If any of the staff are found without proper uniform or uniform found poorly maintained.	Rs. 200/- per day per person.
19.6.	For delay in rendering services beyond reasonable period on any occasion.	Rs. 1,000/- per day.
19.7.	In the event of unsatisfactory service or supply of poor/substandard quality/quantity of food.	Rs. 2,000/- per such instance per item.
19.8.	In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score']	Rs. 2,000/- per occasion.
19.9.	In case peace/decorum is disturbed due to any lapse on the part of the contractor.	Rs. 1,000/- per occasion.
19.10.	In case Contractor fails to supply mouth-freshener or not re-filled the bowl in any of the programme.	Rs 100/- per participant of that programme.
19.11.	In case any foreign materials/ particles found in food.	Rs 2,000/- per such instance per item.
19.12.	In case, any other lapse is found by "EIC" or his authorized representative of BCPL which has not been specified in the above list and is considered as gross misconduct on the part of Contractor/his personnel	Rs 3,000/-

20. SUPPLY OF MATERIAL:

- 20.1 The Contractor shall, at his own expense provide material required to complete the work covered under the scope of the Contract.
- 20.2 All materials to be provided by the Contractor shall be 'ISI-marked'/'AGMARK/FSSAI' or in conformity with the specifications/makes keeping in view of good quality/standard. A broad list of items is given in 'Appendix-10 to Annexure-B' 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.
- 20.3 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.
- 20.4 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.
- 20.5 The Contractor, at his own expense shall provide hand gloves, disposable plate and spoon for distribution of breakfast and snacks at the plant sites.

21. ENGINEER-IN-CHARGE [EIC]:

- 21.1 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.



21.2 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.

21.3 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.

22. GATE/ ENTRY PASS OR AUTHORISATION:

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

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

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

Sl.No.	Wage components	Rates
1.	Minimum wage	Minimum wages as notified from time to time by the Central Government or State Government, whichever is higher.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13% of minimum wages. The PF is reimbursable on submission of proof/document.
3.	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	3.25% of minimum wage. The ESI contribution is reimbursable on submission of proof/document.
4.	Bonus	8.33% of wages. The Bonus payment is reimbursable on submission of proof/document.
5.	Death Gratuity	Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
6.	Leave wages as per Factories Act/ Rules or Shops & Establishment Act of respective State	Compliance to be done in terms of the statutory provisions and same be reflected in Attendance Register and Leave Records by the contractor.
7.	Overtime for working extra work/ Compensatory off (provision for over time should be made in the contract value as per requirement)	Over time as applicable under Factories Act, 1948 Or Shops & Establishment Acts of respective State. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.
8.	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for	Contractor has to distribute safety kit and liveries (4 trousers, 4 shirts, 2 pair of shoes, 4 pair of shocks, 2 winter cloths during the contract period as per safety norms of



	workers working in factories only)	BCPL). The cost will be reimbursed on submission of proof of purchase & distribution.
9.	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable	In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act, 1961. For miscarriage women worked will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.
10	Non-Statutory Allowance	16% on minimum wages
11	Shift Allowance	Shift allowance @ Rs. 30 per day for A & B shift and Rs. 40 for C shift. GA and GB shift to be considered as A and B shift respectively for shift allowance payment.

In addition to 23.8 Disposable Stretchable White Caps to be provided to the kitchen staffs and Apron to be provided to the cook and cook helper. The cost of the same to be borne by the contractor.

- A. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.
- B. The contractors shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- C. The Contractors shall submit the Electronic Challans cum Returns (ECR) along with bank receipts/ bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authority and ESI contribution with ESI Authorities.
- D. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of RLC (Dibrugarh), Ministry of Labour, Govt. of India.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman Compensation Act 1923 and other relevant acts, rules and regulations enforced from time to time.
- F. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wages sheet/ bank statement jointly.
- G. **Minimum Wages** shall be paid as per notification issued time to time.
- H. **Weekly Day of Rest:** 01 (One) day paid Weekly off after every continuous 6 (six) days working shall be granted to the workers engaged by the Contractor.



- I. **Paid National Holiday** shall be granted to every workmen in a calendar year.
- J. **Festival Holidays:** Workers engaged by the Contractor will be allowed to take 07 (seven) Festival Holidays and May Day in a calendar year. These festival holidays may be decided by the contractor mutually subject to smooth operation of the canteen.
- K. **Annual Leave with Wages:** 01 (one) day for every 20 (twenty days) of work performed by him during the previous calendar year.
- L. **Shift allowance** shall be granted to the workers who perform their duties in shifts.
- M. 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.
- N. 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.
- O. All personnel deployed by the contractor should be on the rolls of the contractor.
- P. No contractor worker below the age of 18 years shall be deployed on the work.
- Q. The contractor shall engage supervisor ('s) who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- R. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/ work. His Work/ Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.
- S. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through Engineer-In-charge for his employees.
- T. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- U. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of central/ state/ local statutory authorities.



- V. All existing and to be amended from time to time the safety/ fire rules of BCPL are to be strictly adhered to.
- W. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- X. Payment of wages to the contract workers must be made through e-banking and duly stamped e-banking wages sheet/bank statement of the bank must be duly certified and signed by both the contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/ bank statement must be submitted to EIC along with subsequent monthly bill.
- Y. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from all such liabilities.
- Z. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- AA. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/ persons deployed from a civil govt. doctor before engagement.
- BB. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner/ BCPL will terminate the contract immediately and may refer the case to police.
- CC. The contractor hereby agrees to indemnify owner/BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/ statutory authorities against owner/ BCPL.
- DD. The contractor is required to file Half Yearly Return in FORM XXIV before concerned RCL (Dibrugarh), the Licensing Officer within 30 days from the end of Half Year.
- EE. The following documents shall be submitted by the Agency/contractor to the Engineer In-Charge at various stages during the currency of the contract:
- a) Immediately after issuance/ receiving of Letter of Intent (LOI):**
1. Application for issuance of Form-V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
 2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
 4. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.



5. Copies of Employment/ Identity Card issued by the contractor for the persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. (Wherever applicable).
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESI Identity/smart Card of persons to be engaged in BCPL.
12. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

b) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative.
2. Attendance Sheet including all worker's shift category.
3. Copy of wage register duly certified by the contractor or his authorized representative and EIC of BCPL.
4. Copy of e-banking sheet/ bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and BCPL EIC.
5. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
6. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. For the previous month duly stamped by designated bank.

FF. Registers/document to be maintained by the contractor:

- a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936: During the currency of the contract, the contractor has to maintain registers e.g.:
 1. Muster Roll in FORM-XVIII
 2. Register of workmen in FORM-XIII
 3. Wages Register in FORM-XVII
 4. Register of Deductions in FORM-XX
 5. Register of Over time in FORM-XXIII
 6. Register of Fines in FORM-XVI
 7. Register of advances in FORM-XXII
 8. Issuance and maintenance of Wage Slip in FORM XIX



9. Issuance of valid Identity Card by the contractor in FORM XIV

- b. Employee State Insurance Act, 1948:: During the currency of the contract, the contractor has to maintain registers e.g.:
1. Register of employees in FORM-6
 2. Accident Book in FORM-11
- c. Provident Fund & Misc. Provisions Act, 1952
1. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
 2. Contribution card in FORM 4
 3. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM 6
 4. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

GG. At the time closure of contract:

1. The contractor has to obtain No Objection certificate (NOC) from HR Department and submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.
2. Notwithstanding anything above, in case of any further requirements under the law or statutes due to amendment or change in law, same should be complied by the contractor.

HH.

1. **PAYMENT PROCEDURE:** The contractor shall submit monthly bill along with the work details completed by him on prescribed form in duplicate to the Executive-in-Charge (EIC) after distribution of wages to the deployment manpower. The bidder should give the details of his bank account in the prescribed E-banking format to facilitate payment through e-banking in case of award of work on him. As per provisions contained in statutory Labour/ Industrial laws, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills. The contractor will be paid within 15 days from the date of submission of bill to EIC subject to the provision of adjustment of dues and statutory deductions as applicable.
2. **Water & Electricity:** BCPL shall normally make Water & Electricity available free of cost at locations and Contractor shall arrange distribution arrangements at his own cost. However, BCPL does not bear any liability for failure to supply water/ electricity for any reason and contractor shall make his own arrangements through generators & water tankers at his own cost for performing day to day works and watering of plants etc.
3. **Change in quantities of items during execution:** If the quantities of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-in-Charge shall be final and binding.
4. **Self-assessment of works:** The quoted rates shall be deemed to have been arrived after first hand self-assessment of the work front by the Contractor by visiting the concerned location of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase/revision in their awarded rates and not being aware of local conditions.
5. **Defect liability Period:** The defect liability period shall be three month from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Engineer-In-



Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.

6. Contractor shall also provide services on Saturday, holidays including Sundays (until and unless instructed otherwise by EIC) and nothing extra shall be payable on this account. The Contractor shall make his own arrangement for housing himself and his staff. BCPL will not provide any accommodation.

7. Contractor shall in no case lease/ transfer/ sublet/ appoint caretaker for supply of material, services and the personnel to be deployed for carrying out the contractual job, however in case bidder is not in the business of supplying contractual manpower then the same may be allowed to be deployed through another agency under exceptional circumstances based on industry practice & written approval of competent authority. However, before approval of competent authority contractor shall execute an indemnity bond in favour of BCPL indemnifying against any liability arising out of manpower deployment by another agency.

8. The Service provider shall defend and indemnify BCPL from all suits, actions, claims, demands, liabilities, damages and expenses arising out of personal injury or death resulting there from to any of its personnel, while providing the services.

9. The Contractor would also have to give one **[01] month 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 for 4 times during the tenure of the contract, i.e. 6 monthly. 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.

10. 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.

11. 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/FSSAI' -specifications' wherever applicable and of makes after discussion with "EIC".

12. 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.

13. 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.

14. BCPL will covenant with the Contractor as follows:

(a) The Inventory of all items, 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. 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".

16. 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 workers of Contractor shall be subject to medical examination. 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.

The medical examination cost of the workers will be reimbursable on submission of document.

17. Housekeeping Material to be provided as per **Appendix 10 of ANNEXURE B of SOW**. The cost of housekeeping material is reimbursable on actual on submission of document.

18. The Contractor shall make necessary arrangement to ensure the optimum use and refill of **Commercial LPG Cylinders** from time to time which will be reimbursed by BCPL on submission of proper receipt/document. Approximately 300 breakfast, 300 morning tea, 500 meals (Lunch and Dinner), 300 evening snacks, 300 evening tea and 300 night tea with snacks to be distributed on daily basis which may vary as per the requirement and discretion of EIC.

19. A dedicated vehicle (Tata Ace Gold or equivalent vehicle) on 24 hour basis for procurement and distribution of food items in all the concerned areas/buildings of BCPL Plant, Lepetkata to be provided by the contractor for day to day activities including wages of driver, all statutory and non-statutory components associated with it (like PF, ESIC, Bonus, Non-Statutory Allowance etc.) and fuel charges. The monthly charge of vehicle will be reimbursed by BCPL on production of proper bill/receipt/document. The service to be provided in and around the plant premises including driver and fuel cost. Approximately 900 Km may be covered inside the plant for distribution of food items in a month.

If contractor fails to provide vehicle on any day during the tenure of the contract, deduction will be made on pro-rata basis and additional penalty of Rs. 1000/- will be imposed upon the contractor for that particular day.

20. The contractor has to provide shift reliever/ leave reliever as per provision of labour Act. and he will ensure full manpower a day as per provision of the contract for smooth operation including weekly off and holidays.



SECTION – VI

SCOPE OF WORK [SOW]

SCOPE OF WORK

ANNEXURE-B



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:

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

1.2 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, equipment's & appliances, etc. in well hygienic manner will be the responsibility of the Contractor. Any loss of equipment, utensils provided during commencement of the contract, to be returned refurbished with new items as instructed by EIC time to time, failing which payment will be deducted from the bill after procurement of the same by EIC/representative of BCPL.

1.3 Provision of caretaking of Canteen premises includes the following:

- 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 walls and all toilets located in the canteen premises
- Cleaning of Porch, Verandah, Cylinder storage area, drains and other surrounding area
- Other areas as per direction of EIC.

1.4 The Contractor has to arrange all tools and tackles for sweeping. He shall also provide required cleaning equipment's and PPE like rubber boots, rubber hand gloves, brushes, gunny bags, etc. as per '**Appendix 10 to Annexure B**' for protective sanitary and general cleaning. For this nothing extra shall be paid by BCPL.

1.5 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.

2. CATERING/PANTRY/CANTEEN SERVICE:



- (a) The service provider shall provide the following type of catering services to officials/ guests/ dignitaries/participants at locations mentioned in **Appendix 1 to Annexure B.** The service provider should be ready to commence effective operation of catering services in all respect on round the clock basis on week-days and holidays/weekends. The service provider has to ensure that catering services are not adversely affected during the given timings. At all times, Supervisor, Cook and adequate support team is available with sufficient feed stock. Catering services shall broadly include the following:-
- Tea, Coffee, Soft beverages etc.
 - Break-fast as per pre-approved menu.
 - Hi-Tea, refer **Appendix 7 & 8 to Annexure B.**
 - Lunch-Continental/Indian/Chinese.
 - Dinner-Continental/Indian/Chinese.
 - Live Food counters-Continental/Indian/Chinese.
 - Snacks/Refreshments-Continental/Indian/Chinese.
 - Packed Lunch/Dinner
 - Outsourcing of food items from external vendors as per requirement
 - Any other type of catering requirement
- (b) The service provider must always be equipped to arrange lunch & dinner with in 3 hour notice & any other catering facility like high tea etc. within a short notice of 30 minutes.
- (c) Under catering/pantry/canteen services BCPL will reimburse monthly service charge to the vendor towards engaging adequate number of staff and satisfactory service. On absence of manpower replacement to be provided as per SOR otherwise deduction from bill to be done on pro-rata basis. Required service to be provided by the contractor through his deployed manpower as per advise of EIC/representative of BCPL Management from time to time Further cooks & supervisor should have knowledge in their respective fields as indicated at **Appendix 2 to Annexure B.** BCPL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in SOW. However certain items will have fixed price as per canteen committee which is subject to change to revision as per mutually agreed rates, service provider these items to employees at their respective locations against direct cash purchase basis by employees, refer indicative list placed at **Appendix 5 to Annexure B.**
- (d) The branded packed snacks, biscuits and beverages are to be supplied on MRP.
- (e) 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.
- (f) The Contactor 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.
- (g) 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).



- (h) Service provider will display monthly menu in professional manner at identified locations as per approval of EIC.
- (i) Service provider will be required to provide catering facility at special events. However, where rates for additional services are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.
- (j) In order to provide hot tea, coffee vendor may install vending machine at its own cost for this purpose any cost of vending machine, tea bags, milk, dry snacks, soft beverages and other food items will be borne by the service provider.

3. SERVICE POINTS:

Hub of all catering services for breakfast, lunch, evening snacks, dinner and tea and snacks during night hours will be prepared and served/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.

4. 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 as per the table mentioned below:

SN	Timing (hours)	Items	Location
1	7:30 to 8:30	Breakfast	Main Canteen, LLDPU, PPU, CPP, ECU, GSU, SRR-1, SRR-2, SRR-3, CCR, CWS, UCR, Nitrogen Plant, Product Ware House, Marketing Office etc.
2	13:00 to 14:00	Lunch	Main Canteen, CCR Pantry, CWS pantry and Admin. Building Cafeteria
3	16:00 to 17:00	Evening snacks	Main Canteen, LLDPU, PPU, CPP, ECU, GSU, SRR-1, SRR-2, SRR-3, CCR, CWS, UCR, Nitrogen Plant, Product Ware House, Marketing Office etc.
4	20:30 to 21:30	Dinner	Main Canteen, CCR Pantry, CWS pantry and Admin. Building Cafeteria
5	23:00 to 12:00 Midnight	Tea & snacks	Canteen, LLDPU, PPU, CPP, ECU, GSU, SRR-1, SRR-2, SRR-3, CCR, CWS, UCR, Nitrogen Plant, Product Ware House, Marketing Office etc.

* Sufficient number of worker should be present in the night shift every day.
Services are to be provided even on weekends and closed holidays, as per requirement.

5. SHUT DOWN REQUIREMENTS:

In various locations shut down is scheduled once a year or once in two years. During the shutdown period which lasts for around 15-30 days the contractor shall be required to provide food items as per fixed rates & as per estimated quantity specified in **Appendix 11**. However, the billing shall be as per



actuals. During the shutdown contractor has to arrange his own utensils, Vehicle facilities & LPG without any extra payment.

- 6. Accommodation & Transport arrangement:** The contractor has to make own arrangement for accommodation for himself & deployed staff. Further, contractor has to make arrangement of a delivery van as mentioned in SCC. Similarly, for delivery of food items in plant contractor has to make arrangement for cycle, rickshaw trolley (if necessary).

7. CLEANLINESS:

- a) Service provider will be responsible for basic cleaning of kitchen/cafeteria/pantry and kitchen equipment's used for providing catering facility and disposal of wet and dry garbage / waste material like tea leaves, leftover food in proper waste bins on daily basis. Plastic bags shall be used in all the dust bins in cafeteria/Dining hall and kitchen for easy collection and disposal so that the dust bins are maintained neat, clean and in a hygienic condition. Such disposal of waste requires to be done as per government approved norms for e.g. Separate industrial bins (bio-degradable & non-bio-degradable waste) are to be arranged and maintained by the service provider for maintaining the site clean every day by the closing hours. Garbage should never be kept overnight in the premises failing which a penalty of Rs. 1000/- will be imposed per day/night.
- b) It shall be the responsibility of the contractor to provide necessary toiletries like soap liquid soap of good quality & washed towels at the washing area of its work area.
- c) Service provider will ensure an effective Pest Control System (end-to-end solution) in its entire work area for (a) Treatment with permissible chemical, physical or biological agents within the permissible limits on regular basis & (b) Adequate control measures to prevent insect and rodents from the processing/serving area. The service provider will solely responsible for pest control (for rodent, cockroach, insects, files, reptile, termite etc.) service under its scope of work. Pest control must be done through professional personnel on regular basis as per the government norms. Further service provider will also be responsible for clearance of removal of drain water blockage in kitchen, cafeteria and other areas under its scope of work.

8. QUALITY MAINTENANCE:

- a) Except for locations where kitchen is available, food items pertaining to menu may be cooked at the vendor's kitchen & transported to location however vendor has to seek prior permission from EIC for such an arrangement. In such case BCPL will have the right to visit the vendor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.
- b) The quality of service provided by vendor will be judged on the basis of hygiene audit conducted as per CHS by representatives of BCPL canteen committee or EIC. The contractor has to ensure that the CHS is not below 96% failing which recovery will be imposed on the contractor & recovered from monthly bills. Refer CHS indicative format at **Appendix 10.**



- c) The eatables must 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 liquid. Dishes containing such things shall be rejected and Recovery will be imposed each time if such unwanted materials are noticed.
- d) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The service provider will be responsible for their hygienic fitness. Milk and milk products such as curd, yoghurt, butter, paneer, cheese etc. shall be of acceptable standard and should be prepared and served fresh.
- e) Service provider will ensure high quality of food items AGMARK, ISI standard, FSSAI certified. Meat should be as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in BCPL premises & vendor will be responsible for its day to day disposal. Cooking oil must not be utilized for more than two times and thereafter it must be taken out of BCPL premises. Unacceptable quality material will be liable for rejection/disposal and/or Recovery. Therefore, Vendor must ensure that only pre-approved material is brought in BCPL premises. For ready reference, list of acceptable quality of raw material is mentioned at **Appendix-4.**
- f) For preparation of various food items adequate raw materials shall be ensured at all time to meet contingencies. Further at BCPL locations where it is difficult to procure raw material on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.
- g) Adequate sets of uniform at least 02 sets should be provided by the service provider to the deployed staff so as to maintain proper hygiene in day to day functioning. Sample of such uniform shall be approved by EIC, refer **Appendix 3.**

9. INSPECTION:

- (a) The service provider shall allow the Food Inspector/ Company's authorized medical attendant to inspect the foods items as per the provision of Food Adulteration Act. The service provider shall abide by all laws applicable.
- (b) The service provider shall submit report in the prescribed format to EIC as advised by EIC time to time, refer **Appendix 6.**
- (c) BCPL shall not be responsible for any amounts/dues of the service provider arising out of supply of eatables to any person/ individual unless order has been placed officially by EIC or its representative.



- (d) In case of dispute regarding the services, quality or the quantity of the food stuff, snacks, tea etc. the decision of the Engineer-in-charge of BCPL will be final and binding.
- (e) The service provider shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend the canteen committee meeting on as & when required basis.

10. PROVISION FOR INFRASTRUCTURE:

A) At locations where Industrial canteen is not required:

- a) BCPL will provide electricity, water and space for kitchen (where ever license for kitchen is available)/ cafeteria/ pantry/furniture.
- b) Service provider has to provide & maintain at all-time kitchen appliances, gadgets, equipment's and utensils etc. as required to cook, store & serve food in hygienic/temperature condition.
- c) Vendor will be responsible for the safe custody and storage of its own material at all times.
- d) Service provider will repair & maintain its kitchen appliances, gadgets, equipment's and utensils & those initially provided by BCPL at its own cost.
- e) All equipment's will be serviced from time to time and ensured that it is safe for operation and does not cause any loss to any living being and/ or property.
- f) The service provider must always ensure that only permitted LPG cylinders are brought in BCPL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's ensuring safety at all times.

B) In case of Industrial canteen:

- a) BCPL will provide electricity, water and space for kitchen (where ever license for kitchen is available)/ Cafeteria/pantry/furniture.
- b) BCPL will provide other required infrastructure in case of industrial canteen as per statutory provisions.
- c) Contractor shall make fuel arrangements (LPG) at his own cost and make reimbursement.
- d) BCPL will provide kitchen appliances, gadgets, equipment's and utensils etc. required for running the canteen. A list of such items shall be handed over to the contractor who shall handover the same at the time of closure of contract. However wear & tear @ 10% per annum shall be allowed towards crockery items.



- e) In case of failure to return possession of aforesaid infrastructure BCPL may levy damages as deemed fit, which shall be binding on the contractor.
- f) The canteen committee or EIC shall make an assessment of the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the vendor. In this case the decision of the EIC will be final.
- g) The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's and utensils. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost, however in case the same is repaired by BCPL, then the cost of such repairs shall be recovered from the monthly bills of contractor.
- h) The contractor shall ensure that all kitchen appliances, gadgets, equipment's and utensils are maintained in good running condition. In case any of the above is not found in running condition then the contractor has to get it repaired within a reasonable time but not more than 7 days up to the satisfaction of EIC. However for any sudden breakdown of kitchen equipment's (which is not due to carelessness & mishandling) and the repairing cost of which is more than Rs. 3000/- then such cost of repair shall be reimbursed against repair bill by BCPL, provided such repair is carried out with the prior consent of EIC.

11. MEDICAL

The service provider will ensure that all personnel engaged are medically fit and Medical Examination Certificate shall be furnished to the EIC as per Assam Factory Rules, 1950.

The cost of medical examination of worker will be reimbursable to BCPL on submission of proper bill/document.

12. MODE OF OPERATION:

Based on the intimation received, Contractor will prepare lunch and dinner in adequate quantity and serve in the dining hall of Canteen, CCR, UCR or any other places in future at discretion of "EIC" attached with the Plant canteen against the payment of charges as mentioned at **Appendix-5** 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.

Employees 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, Admin. Building, Product Ware House, Central Control Rooms, Utility Control Room, LLDP, PPU, Captive Power Plant, Laboratory Building, GSU, ECU, Nitrogen Plant, DM Plant, ETP, Marketing Office 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.

Appendix 1 to Annexure B

LOCATIONS AT WHICH CATERING & PANTRY SERVICES ARE TO BE PROVIDED:

Catering & pantry services are to be provided at the following locations:



1. Canteen
2. Admin. Building Cafeteria
3. CCR Pantry
4. Central Workshop (CWS) Pantry
5. Plant Sites including LLDP, PPU, CPP, ECU, GSU, SRR-1, SRR-2, SRR-3, UCR, Nitrogen Plant, DM Plant, Product Ware House, Marketing Office etc.

Note: Work center should include applicable areas on requirement basis. The area may be extended by EIC during the tenure of the contract as and when required

Appendix 2 to Annexure B

CRITERIA FOR COOK

He should be a Cook by Profession with Culinary expertise in the field of Chinese, Indian, Continental, Salads, Snacks, Soups etc.

CRITERIA FOR SUPERVISOR

He should have done graduation course from any Institute duly recognized by the Government. He should have experience in the field of Canteen Service Supervision.

Appendix 3 to Annexure B

DRESS CODE FOR THE DEPLOYED MANPOWER

MANAGER/ SUPERVISOR

1. Black Trousers
2. Sky Blue Shirt
3. Black Shoes
4. Black Socks
5. Sky Blue Full Sleeve Sweater (V- Neck)
6. Name Plate: To be provided by Contractor.



SERVICE BOY

1. Black Trousers
2. White Shirt
3. Black Shoes
4. Black Socks
5. Black Full Sleeve Sweater (V- Neck)
6. Name Plate: To be provided by Contractor.

KITCHEN STAFF (Cook/Asst. Cook/Cook Helper)

1. Black Trousers
2. Maroon Shirt
3. Black Shoes
4. Black Socks
5. Maroon Full Sleeve Sweater (V- Neck)
6. Name Plate: To be provided by Contractor.

HOUSEKEEPING STAFF

7. Blue Trousers
8. Blue Shirt
9. Black Shoes
10. Black Socks
11. Blue Full Sleeve Sweater (V- Neck)
12. Name Plate: To be provided by Contractor.

Note: In addition to the above Cap (Head Cover) for cook and cook helper to be provided by contractor. The name plate of all the workers to be provided by the contractor and ensure its regular usage.

Appendix 4 to Annexure B

BRAND OF MATERIAL TO BE USED/ SERVED

- | | |
|----------------|---|
| 1. Cooking Oil | Dhara/Engine/Fortune/Saffola/Patanjali |
| 2. Masala | MDH/Everest/Catch/Sunrise |
| 3. Ice cream | Mother Dairy/Amul/Quality |
| 4. Salt | Annapurna/Tata/Patanjali |
| 5. Wheat Flour | Pillsbury/ Golden Harvest/Ashirwad |
| 6. Ghee | Milkmade/Mother dairy/Amul/Manorama/Annapurna |
| 7. Jam/Ketchup | Kisan/Maggi |
| 8. Butter Cube | Britennia/Amul (10grm) |
| 9. Tea Bag | Tata/TajMahal/Twinings |



10	Coffee	Nescafe	
11	Pickle	Nilons/Pachranga/Mothers	
12	Sugar	Mawana/Daurala	
13	Sugar cubes	Daurala/Sugar free	
14	Cornflakes	Kellogg's	
15	Bread	Harvest/ Britannia (Gold)	
16	Biscuits	Haldiram/	Mr.
		Brown/Frontier/Nirulas/Britania/Parle/Horlics/Patanjali/Bisk	
		Farm/Sufest	
17	Maida/Suji/Besan	Rajdhani/Fortune/Shakti Bhoh	
18	Soya	Tops/Nutrela	
	Souce/Vineger/Chille		
	sauce		
19	Rice (Basmati)	KRT/Lalqilla/Davat/Kohinoor/Sartaj	
20	Sugar Free	Any Standard Brand	
21	Papad	Lijjat/Rajdhani/Bikner	
23	Soft drinks	Pepsi/Coca Cola	
24	Potato chips	Uncle Chips/Lays/Haldirams/Parle	

Note: In case of non-availability of any of the above particular brands in the market the contractor shall provide alternative brand as per instruction received from EIC.

Appendix 5 to Annexure B

MEALS WILL BE PROVIDED TO THE GUESTS/OFFICIALS AT FIXED RATES AND AS PER
FIXED MENU [AS UNDER]

[The rates are subject to change – same shall be at the discretion of BCPL]

SN	ITEMS	ILLUSTRATIVE QUANTITY	Rates from 01.07.2019 [in Rs.]
1	<u>Lunch/Dinner [Ordinary] Buffet:</u>	Buffet	45
	(a)Chappatis		
	(b)Dal/Rajma		
	(c)Seasonal Vegetable/Sabzi		
	(d)Fried seasonal vegitable		
	(e)Rice		
	(f)Salad		



	(g) Papad		
	(h) Dessert-Raita/Curd/Gulab Jamun/Kheer/Sevai kheer/Fruit Custard/Hawla		
	(i) Pickles		
	(j) Chutney		
2	Lunch/Dinner [Special] Buffet:		
	(a) Soup (Veg/Non veg)		
	(b) Rice/Polao/Jeera Rice(good quality Basmati Rice)		
	(c) Dal/Rajma		
	(d) Seasonal Vegetable		
	(e) Fried seasonal vegetable		
	(f) Salad		
	(g) Dessert – Ras Malai / Gulab Jamun / Rasogulla / Ice Cream / Hot Jalebi etc		
	(h) Plus One Dish of Chicken/Mutton/Fish/Paneer		
3	Extra Egg Curry	2 eggs	17
4	Mutton/Chicken Curry	150 gms	34
5	Fish Curry	150 gms	28
6	Paneer Curry	150 gms	28
	Snacks [per Plate]:		
	(a) Veg. Pakkoda(Potato/Onion/Palak/French Fries) with sauce	100 grams	11
	(b) Bread Pakora (Big Slice with Sauce)	Each	6
	(c) Kachori with sauce/ Acchar	250 grams/2pcs	11
	(d) Samosa with sauce	250 grams/2pcs	11
	(e) Masala Dosa with Sambar and Coconut Chatni Each	135 gms	35
	(f) Uttapam with Sambar and Coconut Chatni Each	135 gms	25
	(g) Chole Bhature	2 nos.	25
	(h) Puri-Bhaji	4 nos.	20
	(i) 2 slice Veg. Sandwich with sauce	2 nos.	20
	(j) Stuffed paratha with Achhar	2 nos.	20
	(k) Veg Chowmein	150 gms	20
	(l) Egg Chowmein	150 gms	25
	(m) Zalebi	100 gms	15
	(n) Veg Roll	Each	15
	(o) Egg Roll	Each	20
	(p) Chicken Momos	5 pcs	30
8	Coldrinks/Biscuits/Packed food/Wafers/Bhujia/Ice cream etc.	Each	Printed price
9	Sweet (Laddu/Gulab Jamun/Rasagulla/Kalakan	40 gms	6
10	Lassi(sweet or salty)/MRP	100 gms	11
11	Ready-made Tea	Per cup	6
12	Coffee	Per cup	11

Appendix 6 to Annexure B

CHECKLIST REPORT FORM

Date:

Issue	Observation		Remark
Raw material received are branded ones and stored properly	Yes	No	
Food prepared properly and stored properly under Hygiene conditions	Yes	No	
Prepared items covered properly	Yes	No	
Utensils are properly cleaned	Yes	No	
Floors are Hygienically cleaned	Yes	No	
Kitchen staff are in uniform	Yes	No	



Waiters are in uniform and wearing gloves	Yes	No	
Drinking water arrangements neatly done	Yes	No	
Utensil washing area is properly maintained	Yes	No	
Dining hall and Tables in cafeteria properly cleaned and dressed up	Yes	No	
Serving tables covered with white clothes with coloured frills	Yes	No	
All items in orderly manner and are in a presentable manner	Yes	No	
Finger nails should be trimmed and clean	Yes	No	
Bathing daily	Yes	No	
Storage area/ fridge is clean	Yes	No	
De-pesting is done once in a week	Yes	No	
Exhaust system is working	Yes	No	
Garbage disposal is done regularly	Yes	No	
Drainage system is functioning Any other item	Yes	No	

Name and signature
Of representative of Contractor

Name and Signature
of BCPL's representative/
Rep. of EIC

Appendix 7 to Annexure B

LIST OF ITEMS FOR SAVOURIE & SWEETS FOR HIGH TEA

1. Vegetable/Cheese/Paneer Sandwich/Grilled Sandwich
2. Mixed/Vegetable Cutlet
3. Idli/Wada Sambhar
4. Kachori with Aloo Sabzi
5. Vegetable/Onion Samosa
6. Paneer tikka
7. Spring Roll
8. French Fries
9. Vegetables/ Paneer/ Bread Pakora
10. Aloo Bonda
11. Masala Dosa



12. Upma
13. Poha
14. Saboo Dana Khichdi
15. Rassam
16. Uthappam
17. Sweet items like Gulab Jamun. Suji/Moong dal Halwa, Gakarl Ka Halwa/Jalebi etc.
18. Fried Rice
19. Noodles
20. Veg Manchurian
21. Veg. & Cheese roll
22. Veg Kabab Bun
23. Aloo tikka
24. Moong dal mini samosa
25. Dhokla
26. Har Bhara/Chicken kabab

Appendix 8 to Annexure B

MENU FOR BAKERY ITEMS

1. Muffin (Walnut/Fruit/Lava/strawberry/chocolate)
2. Fruit cake
3. Plum cake
4. Caramel cake
5. Cookies (Oat meal cookies/Dry fruit cookies/ginger cookies/Almond tasty)
6. Puffs (Jeera puff/ Ajwain puff/ Methi puff/ Cheese straw puff/ Strawberry puff/ Cinamon sugar puff)
7. Apple Pie
8. Cream roll
9. Danish
10. Pastry (Chocolate/pineapple/strawberry/truffle)
11. Puddings (Chocolate/fresh fruit/fruit cream custard/chocolate tart/lemon tart)



Appendix 9 to Annexure B

PROFORMA FOR COMPOSITE HYGIENE SCORE

"ANNEXURE-D"

PRO FORMA FOR COMPOSITE HYGIENE SCORE [FORM-I]

[I] Quality Testing at Receiving Point [where the raw food/consumables are received/procured]		
1) FIFO-principle is applied [First In - First Out]	Yes	No
2) Whether the ingredients used for cooking including edible oil, ghee, spices, etc. are 'ISI/Agmark/FSSAI' rated?	Yes	No
3) Whether the vegetables, fruits, milk, curd, paneer, meat, fish and all other perishable items being used are fresh?	Yes	No
[II] Storage and Shelf-life of Ingredients/products		
4) Whether the ingredients like cereals (Rice, wheat, pulses etc.), edible oil & ghee, spices, etc. are being stored in a clean and hygienic manner?	Yes	No



5) Whether the vegetables, fruits, curd, milk, paneer, meat and all other perishable items etc. are being stored in a clean and hygienic manner?	Yes	No
6) Whether tea/coffee is stored properly in air tight containers at a clean and dry place.	Yes	No
7) Whether the packaged items such as bread, butter, sauces, mineral water, soft drinks, etc. are being used within their expiry date?	Yes	No
[III] Food Preparation and Hygiene		
8) Whether FIFO-principle is applied [First In - First Out] for consumption of raw materials/ food items?	Yes	No
9) Is the weekly menu displayed?	Yes	No
10) Whether the vegetables, rice, pulses are washed properly before cooking and kept covered after preparation?	Yes	No
11) Whether salads and cut fruits used within 2-3 hours of washing and cutting?	Yes	No
12) Whether the cooking oil, ghee, etc. after using once are not reused and disposed off properly?	Yes	No
[IV] Kitchen/Pantry Hygiene		
13) Is the entry to cooking area restricted to canteen staff only?	Yes	No
14) Whether the walls, roofs and furniture are dust/damp-free and cleaned regularly?	Yes	No
15) Is disposal of garbage done on daily basis?	Yes	No
16) Is drainage system in kitchen working properly?	Yes	No
17) Whether the cooking counter, washing area and kitchen floor is regularly cleaned with disinfectants?	Yes	No
[V] Kitchen Utensils/Cook-wares and Electrical Appliances		
18) Whether the utensils, cook-wares, crockery, tea containers, etc. are being washed properly with cleaning material/detergents after every use and kept clean and dry?	Yes	No
19) Whether the condition of utensils, cook-wares, crockery, tea containers, etc. are inspected regularly and replaced immediately, whenever required?	Yes	No
20) Whether de-pesting is done once in a week?	Yes	No
21) Whether maintenance of all electrical appliances like air conditioners, refrigerators, deep freezer, bain-marie, grinders, geysers, insect repellents, exhaust fans, RO, etc. is carried out regularly and are in clean and safe working condition?	Yes	No
[VI] Food-Handler's Health		
22) Whether annual health check-up of Guesthouse staff is done or not?	Yes	No
23) Whether nails/hair are well trimmed and cleaned regularly?	Yes	No
[VII] Food Quality		
24) Palatability of food is tested by the representative authorized by the Managing committee?	Yes	No
25) Potable drinking water is readily available?	Yes	No
Total Score obtained (out of 25)*		
Composite Hygiene Index(Calculated as percentage-		
Total Score obtained/ 25*100)		

*1 mark for each 'Yes' and 0 marks for each 'No'



Any other information

: _____

Note:

- > Minimum Acceptable score is 96%
- > Suggestion book in the dining area to be kept for further improvements

Date: name and sign of HR Executive/EIC
Date: name and sign of HR In-charge
Date: MS

Appendix 10 to Annexure B

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 07 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. to be maintained by the contractor throughout the contract period.

Material to be supplied by the contractor as mentioned below:

SN	Items
1	Basin Brush
2	Toilet Brush
3	Mop (good quality)



4	Broom (Hard)
5	Broom (Room)
6	Wiper
7	Ceiling brush
8	Liquid Soap (Dettol or Lifeboy only) i.e. for toilet & Wash Basin
9	Harpic
10	Floor Cleaner
11	Naphthalene Ball
12	Chitranaala
13	Toilet Roll
14	Room Freshener
15	Odonil (Large size)
16	Colin
17	Rough (floor cleaner)
18	Bleaching powder
19	Scotch Brite
20	Vim Powder/Wasking Cake
21	Tide/Surf Powder
22	Small towel for moping/cleaning
23	Steel Wool for Cleaning
24	Black Phenyl

- Other items which Contractor may like to bring with prior intimation for efficient and effective functioning of the Contract.

Appendix 11 to Annexure B

Items required during Shut Down

Sl.No.	Item	Unit	Quantity	Unit Rate (In Rs.)
1.	Tea in paper cup / Disposable cup (100 ml)	Per Cup	01	6
2.	Breakfast: 04 nos. of Puri with Sabji	Per plate	01	25
3.	Evening Snacks: 1 No. of Samosa/Kachori/Vada/Nimki 2 Nos. of Samosa/Kachori/Vada/Nimki	Per Piece 2 piece	01 02	15 25
4.	Veg Lunch/Veg Dinner	Per plate	01	50
5.	Egg Curry with Single Egg	Per plate	01	12



Note: Above price shall be inclusive of GST/taxes & duty service tax & cess and will be fixed during the tenure of the contract.

SECTION-VII



HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.



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

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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



SECTION-VIII

SCHEDULE OF RATES

[SOR]

UN-PRICED BID

(PLEASE GO TO OUR **GeM PORTAL-SOR** TO BE
QUOTED UNDER **GeM PORTAL ONLY**)

**SUB:“HIRING OF CATERING SERVICE AT MAIN CANTEEN,
ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS
PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF
02 YEARS”**

TENDER NO.: BCPL/C&P/LE21W103BB/01804



SCHEDULE OF RATES [SOR] UN-PRICED BID

TENDER NO: BCPL/C&P/LE21W103BB/01804

SUB: “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”

NAME OF THE BIDDER: _____

No.	Service Description	Unit	Qty.	Unit Rate	Amount
				In figures(Rs.) In words(Rs.)	In figures(Rs.) In words(Rs.)
1	Deployment of 5 Nos. Highly Skilled Workers (Not to be quoted by the bidder)	MAD	3,650	714 (Rupees Seven Hundred Fourteen only)	26,06,100 (Rupees Twenty Six Lakhs Six Thousand One Hundred only)
2	Deployment of 4 Nos. Skilled Workers (Not to be quoted by the bidder)	MAD	2920	609 (Rupees Six Hundred Nine only)	17,78,280 (Rupees Seventeen Lakhs Seventy Eight Thousand Two Hundred Eighty only)
3	Deployment of 37 Nos. Unskilled Workers (Not to be quoted by the bidder)	MAD	27010	431 (Rupees Four Hundred Thirty One only)	1,16,41,310 (Rupees One Crore Sixteen Lakhs Forty One Thousand Three Hundred Ten only)
4	Payment Against Paid Annual Leave (Not to be quoted by the bidder)	LSM	1	7,75,396.80 (Rupees Seven Lakhs Seventy Five Thousand Three Hundred Ninety Six and Eighty Paise only)	7,75,396.80 (Rupees Seven Lakhs Seventy Five Thousand Three Hundred Ninety Six and Eighty Paise only)
5	Payment against 3 NH and 8FH (Not to be quoted by the bidder)	LSM	1	5,65,008.40 (Rupees Five Lakhs Sixty Five Thousand Eight and Forty Paise only)	5,65,008.40 (Rupees Five Lakhs Sixty Five Thousand Eight and Forty Paise only)
6	Payment against deposition of EPF @ 13% (Not to be quoted by the bidder)	LSM	1	20,83,339.68 (Rupees Twenty Lakhs Eighty Three Thousand Three Hundred Thirty Nine and Sixty Eight Paise only)	20,83,339.68 (Rupees Twenty Lakhs Eighty Three Thousand Three Hundred Thirty Nine and Sixty Eight Paise only)

TENDER NO: BCPL/C&P/LE21W103BB/01804 FOR “HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS”



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

7	Payment against Bonus @ 8.33% (Not to be quoted by the bidder)	LSM	1	13,34,939.98 (Rupees Thirteen Lakhs Thirty Four Thousand Nine Hundred Thirty Nine and Ninety Eight Paise only)	13,34,939.98 (Rupees Thirteen Lakhs Thirty Four Thousand Nine Hundred Thirty Nine and Ninety Eight Paise only)
8	Payment Against ESIC @ 3.25% (Not to be quoted by the bidder)	LSM	1	6,40,543.20 (Rupees Six Lakhs Forty Thousand Five Hundred Forty Three and Twenty Paise only)	6,40,543.20 (Rupees Six Lakhs Forty Thousand Five Hundred Forty Three and Twenty Paise only)
9	Payment against NSA @ 16% (Not to be quoted by the bidder)	LSM	1	25,64,110.32 (Rupees Twenty Five Lakhs Sixty Four Thousand One Hundred Ten and Thirty Two Paise only)	25,64,110.32 (Rupees Twenty Five Lakhs Sixty Four Thousand One Hundred Ten and Thirty Two Paise only)
10	Payment Against Shift Allowance (Not to be quoted by the bidder)	LSM	1	7,78,588.80 (Rupees Seven Lakhs Seventy Eight Thousand Five Hundred Eighty Eight and Eighty Paise Only)	7,78,588.80 (Rupees Seven Lakhs Seventy Eight Thousand Five Hundred Eighty Eight and Eighty Paise Only)
11	Payment Towards 2 sets of uniform, 1 pair of safety shoe, 2 pair of shocks. The same shall be released upon submission of documentary proof against purchase and distribution. (Not to be quoted by the bidder)	LSM	1	3,22,884.62 (Rupees Three Lakhs Twenty Two Thousand Eight Hundred Eighty Four and Sixty Two Paise only)	3,22,884.62 (Rupees Three Lakhs Twenty Two Thousand Eight Hundred Eighty Four and Sixty Two Paise only)
12	Payment towards Medical Check-up (Considering Rs. 749/- per worker per year) (Not to be quoted by the bidder)	LSM	1	80,613.52 (Rupees Eighty Thousand Six Hundred Thirteen and Fifty Two Paise Only)	80,613.52 (Rupees Eighty Thousand Six Hundred Thirteen and Fifty Two Paise Only)
13	Provision for revision of Minimum Wages (Not to be quoted by the bidder)	LSM	1	35,98,354.27 (Rupees Thirty Five Lakhs Ninety Eight Thousand Three Hundred Fifty Four and Twenty Seven Paise only)	35,98,354.27 (Rupees Thirty Five Lakhs Ninety Eight Thousand Three Hundred Fifty Four and Twenty Seven Paise only)
14	Housekeeping Material (as per Appendix 10 to Annexure B of SOW)	LSM			To be quoted by the bidder

TENDER NO: BCPL/C&P/LE21W103BB/01804 FOR "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"



	(To be quoted by the bidder)				
15	Arrangement of LPG Cylinder (As per SCC Clause 18) (Not to be quoted by the bidder)	LSM			Not to be quoted by the bidder
16	Vehicle Arrangement (As per SCC clause 19) To be quoted by the bidder)	LSM			To be quoted by the bidder
17	Contractor's Profit <i>[On SN 1,2,3,4,5,9 and 10]</i> (To be quoted by the bidder)	(%)			To be quoted by the bidder
Total Amount (In figure):					
Total Amount (In words)					

NOTE-1: Rates must be quoted including GST.
(May clearly indicate during the time of bid submission)
1) Applicability _____ (MSE / PPLC)

NOTE-2: Instruction for quoting the rates in GEM portal:

- The estimate is for the total contract for **two years** as mentioned in the table. The rates for all SOR items **excepts SOR item no. 14,16, &17** are fixed by BCPL/statutory in nature, hence bidder shall not quote for the same. These rates are calculated based on minimum wages and all other statutory requirements for manpower services. The bidder has to quote only for **SOR item no. 14, 16, &17** in GEM portal (including GST) considering the fixed rates/ and all other statutory requirements into account.
- The rates to be quoted for the entire contract period of two years.

TENDER NO: BCPL/C&P/LE21W103BB/01804 FOR "HIRING OF CATERING SERVICE AT MAIN CANTEEN, ADMIN BUILDING CAFETERIA, CCR PANTRY, CWS PANTRY OF BCPL PLANT, LEPETKATA FOR A PERIOD OF 02 YEARS"



3. Contractor's Profit (at SOR sl. no. 17) to be quoted by the bidder should be the total amount for 2 years including GST considering the profit margin in percentage on **SOR item sl. no. 1,2,3,4,5,9 and 10** *which shall be derived back in percentage for payment of monthly bill. Accordingly successful bidder shall raise monthly RA bill towards* Contractor's Profit in terms of percentage only