



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

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

ई-निनिदा संख्या / e-TENDER NO:
BCPL/C&P/LE18W031BB/00601
Dated 03.07.2018

TENDER DOCUMENT FOR

**“HIRING OF CATERING, HOUSEKEEPING AND
MAINTENANCE SERVICE AT BCPL-GUEST HOUSE,
BARBARUAH” FOR A PERIOD OF 24 MONTHS.**

DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	20.07.2018 at 14:30 Hrs
Tender Opening Date & Time	:	21.07.2018 at 15:00 Hrs
Pre-bid Date & Time	:	09.07.2018 at 15:00 Hrs

EMD Amount	:	Rs 1,80,000/-
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Contact Person:- BHASKAR JYOTI BARMAN
Administrative Building
BCPL Project Site, Lepetkata
Dibrugarh-786006, Assam.
bhaskar.barman@bcplindia.co.in
0373-0373-2914582 / 2914636

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-
GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



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 Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL 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”. (ii) There is no exemption in submission of SD

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		(Security Deposit).
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 EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
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]



SECTION – I
INVITATION FOR BID [IFB]

To,

Dt. 03.07.2018

PROSPECTIVE BIDDERS

SUB: “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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 02 (two) years from the date mentioned in LOI/LOA.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs 1,80,000/-
IV	BID DUE DATE & TIME	:	20.07.2018 up to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	21.07.2018 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced 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	:	Limited Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in ; http://www.bcplonline.co.in ; Govt. Website: https://www.eprocure.gov.in (NIC-CPP Portal)
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	09.07.2018 at 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.

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



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 E-TENDER (Pg. No. : from 62 to 71)**. 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 GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 09.07.2018 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and



Conditions of tender document. For participation contact MANAGER (C&P) Phone No. 07896760769 ; Email ID: bhaskar.barman@bcplindia.co.in.
This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[B J BARMAN]
MANAGER [C&P]
Ph: +91-0373-2914637/636; E-mail: bhaskar.barman@bcplindia.co.in;



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder shall have experience of having **executed** at least a single Order/Contract of **“Comprehensive Service of ‘Catering/Pantry/Canteen’ including ‘housekeeping/sanitation/upkeep’ service”** in office/Guest House/Training institute of any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company of **“minimum value of work” of Rs. 22,58,000/-(Rupees Twenty Two Lakhs Fifty Eight Thousand Only)** in previous seven (07) years prior to the due date of bid submission.

NB: ‘Executed’ as mentioned at sl no. 1.1.1 means fully executed and completed.

Note 1 :

a) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.

1.1.2 In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.1 above, 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.

Note. 2:

a) Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.

1.1.3 Relaxed Norms for Startups in technical criteria:

Prior experience for ‘Startup’ 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.

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, the LOA / Order on such Startup shall be placed for entire tendered quantity.

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

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURN OVER:

The bidder should have **minimum annual turnover** of **Rs. 22.58 Lakhs** as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2017-18, 2016-17 & 2015-16**).

1.2.2 NET WORTH:

Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. **FY: 2017-18**.

1.2.3 WORKING CAPITAL:

The bidder should have **minimum working capital** of value of **Rs 4.51 Lakh** as per the last audited financial statement, i.e, **FY: 2017-18**.

Note:

- i) If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, 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 cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).
- ii) Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1** i.e. **FY: 2017-18, 2016-17 & 2015-16**.
- iii) In case, audited financial results (Balance sheet and profit & Loss account statement) of **FY: 2017-18** 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: 2017-18** i.e, (**FY: 2016-17, 2015-16 & 2014-15**).

1.2.4 Relaxed Norms for Startups in financial criteria:

Prior turnover for 'Startup' 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 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, the LOA / Order on such Startup 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 e-tender portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document [All documents to be uploaded(submitted) must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]	
1.	1.1.1	Experience against execution & completion of order	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion</u>



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			<u>Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience to comply 1.1.2	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
3	1.1.3	Experience against Startup Company	a) Bidder to upload / submit the ‘Certificate of Recognition’ issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1,1.2.2 & 1.2.3 of above BEC) to be uploaded(submitted) must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
4	1.2.1	Annual Turn-over	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: 2017-18, 2016-17 & 2015-16. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			<i>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: 2017-18 i.e, (FY: 2016-17, 2015-16 & 2014-15).</i>
5	1.2.2	Net worth	<i>Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2017-18.</i> <i>In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 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: 2017-18 i.e, FY: 2016-17.</i>
6	1.2.3	Working capital	<i>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: 2017-18.</i> <i>In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 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: 2017-18 i.e, (FY: 2016-17, 2015-16 & 2014-15).</i> <i>If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, 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 cover the inadequacy of working capital to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).</i>



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
7	1.2.4	Financial criteria against Startup Company	Bidder should meet the net worth & minimum working capital requirement as indicated in 1.2.2 & 1.2.3 of BEC in absence of which a line of credit from bidder's bank to be provided.
8		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.

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

2.0 Methodology for Evaluation of Bids:

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".
- 2.2 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value on overall basis considering all SOR items (supply & service) together shall be considered excluding GST.
- 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 Startup shall be placed for entire tendered quantity.



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

2.4 In case of **a tie** at the lowest bid (L1) position between two or more Startup / non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2017-18**. In case, audited financial result (Balance sheet and profit & Loss account statement) of **FY: 2017-18** is not audited on the due date of 'submission of bid/bid closing date', in such case audited financial result (Balance sheet and profit & Loss account statement) **FY: 2016-17** shall be considered.

2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

2.6 Startups are exempted from submission of **EMD**.

2.7 **CPBG: The following CPBG clause shall be incorporated in tender document,**

2.7.1 The contract performance security shall be 10% 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.

OR

2.7.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value 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.

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 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band of 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).

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 WITH BIDDING DATA SHEET (BDS))
[A] – GENERAL



1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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



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

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

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

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

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

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

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

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

4 **ONE BID PER BIDDER**

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 **COST OF BIDDING & TENDER FEE**

5.1 **COST OF BIDDING**

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



5.2 **TENDER FEE**

- 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]
 - 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 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](#)] /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.

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 & 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 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 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'.
- 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:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38".
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.



17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

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



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

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

20 **E-PAYMENT**

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

[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.
- 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 the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder’s forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

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

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



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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

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



29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 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

- 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

- 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 10% of annualized contract value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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



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

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

- 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 Brahmputra 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 Brahmputra Cracker and Polymer Ltd, such decision of Brahmputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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



- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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.

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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



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

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.



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

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: 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

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.
 - 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 provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
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**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 same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of



Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from 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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**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



(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)
(Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)

1. General:

This section contains detailed instructions regarding bid submission procedure under BCPL's e-tender under NIC CPP Portal system. Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in BCPL website in tender section:-

- 1) **“Guideline for Bidder enrolment process to Participate in BCPL e-tender through CPP Portal of NIC”.**
- 2) **“Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC.**
- 3) **“Bidder Manual Kit”**

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About E-Tender Portal (Web):

BCPL's e-tender under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://eprocure.gov.in/cppp/> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process:

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/Laptop with Windows OS, Internet Explorer:



Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitting the Bids.

3.3 A valid e-mail Id of the Organization/Firm:

Bidder must possess an e-mail ID, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail ID only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

3.4 User ID and Password for new Bidder(s):

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-tender. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://eprocure.gov.in/eprocure/app> site and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in BCPL website.

3.5 Procedure for change of E-mail ID of the Bidder:

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:



(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.

Only Class 3b Digital Signature is acceptable where individual are using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

(II) Why Digital Signature is required?

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

For foreign bidder please refer:-<https://eprocure.gov.in/eprocure/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

4. How to submit On-line Bids/Offer electronically against E-tenders?



Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps Mentioned in the “**Bidders Manual Kit**” available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offer online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

5. **How to search, view and download e-tender?**

Explained in **Bidders Manual Kit** which is available in BCPL website.

8.0 **Content of Bid:**

8.1 **Un-Priced Bid:**

The Un-priced Bid - “SOR” (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in BCPL website for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.



Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

8.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

BCPL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

9. E-Tender demo during pre-bid conference:

During the Pre-Bid Conference, BCPL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

10. Submission of documents:

Bidders are requested to upload small sized documents preferably (up to 25 MB) at a time to facilitate easy uploading into e-tender portal. BCPL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity:



If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. Help to Contractors:

For special instructions to bidders / contractors Please visit <https://eprocure.gov.in/eprocure/app> → click Help to contractors.

14. FAQ:

For various frequently asked question Please visit <https://eprocure.gov.in/eprocure/app> → click FAQ.

15. e-Brochure:

For e-brochure Please visit <https://eprocure.gov.in/eprocure/app> → click Downloads → click e brochure (details & general).

16. DSC for Foreign Bidders:

For DSC for foreign bidders Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → click DSC for foreign bidders.

17. System Malfunction Procedure:

For system malfunction procedure Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → system malfunction procedure.

18. IT Resources:

For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads - -- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

20. Search Tender for Guest Users:

For tender search Please visit - <https://eprocure.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.



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



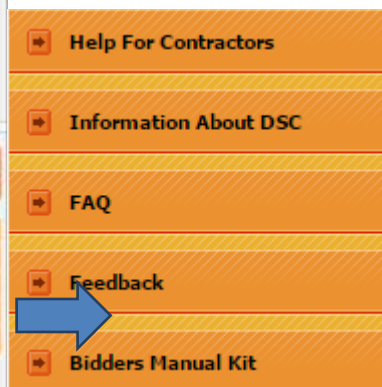
e-TENDER NO: BCPL/C&P/LE18W031BB/00601
**FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-
GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”**



21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click downloads --- click resources required	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e- tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWAL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re- SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp pl --- click e-procure --- click bidder manual kit --- go Online Bid Re- submission			

For various queries, manual, FAQs and information may please refer the link
<https://eprocure.gov.in/eprocure/app>



In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

In Information about DSC user will get: **Frequently Asked Questions on Digital Signature Certificate.**

In FAQ user will get various FAQ related to:

- GENERAL Q&A about e-procurement.
- On line enrolment Q&A
- Password related Q&A
- DSC related Q&A
- Tender related Q&A
- Security related Q&A
- Foreign bidder related Q&A
- User account related Q&A

Feedback: **Users to give their feedback to NIC.**

Bidder manual kit: **Bidder will get various manuals for the following:**

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS."



[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Phone : 0373-2914582 (only for e-tender queries)

Mobile : 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

Phone : 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-tender queries)

Mobile : 8826246593

Email : cppp-nic@nic.in



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/ E-TENDER NO is : E-TENDER NO.: BCPL/C&P/LE18W031BB/00601				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.				
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. B J 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 e-TENDER NO. of this bidding process is: BCPL/C&P/LE18W031BB/00601
22.3	For bid submission purposes only, the Owner's address is : Attention: SH. B J 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 ;
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: 21.07.2018 Time: 15:00 Hrs.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description



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



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, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
**FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-
GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”**



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

10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (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.)
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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS."



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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:

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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 in
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.

.....



F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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.

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS..

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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, HOUSEKEEPING AND MAINTENANCE
SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF
24 MONTHS.**

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

Dear Sir,

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

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

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

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

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

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



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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:

**e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-
GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”**



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if
default shall be made by M/s. _____ in
performing any of the terms and conditions of the tender or in payment of any money
payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand
pay without demur, contest, protest and/ or without any recourse to the contractor to
you in such manner as you may direct the said amount of Rupees
_____ only or such portion thereof not exceeding the
said sum as you may require from time to time.



2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from _____ M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in



relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts.**

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL -GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

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

Sl.	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 Goods & Service Tax	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
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.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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 :

e-TENDER NO: BCPL/C&P/LE18W031BB/00601
FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS.

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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 & phone nos. of Client.	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 alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule 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	Rs 1,80,000/-		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Successful bidder shall have to submit Security Deposit (SD)/Contract Performance Security @10% 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.				

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Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



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	

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FOR ““HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



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

B3		Brief Details/Name (Nature) of Supply	
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	

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

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		

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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: 2017-2018, 2016-2017 & 2015-2016 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: FY: 2017-2018, 2016-2017 & 2015-2016 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2017-2018 FY: 2016-2017 FY: 2015-2016	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: 2017-2018. 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/E-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

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST
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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.

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FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS."



BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE
AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24
MONTHS..**

e-TENDER NO.: BCPL/C&P/LE18W031BB/00601

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.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SPECIAL CONDITIONS OF CONTRACT [SCC]

WORK: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.

Brahmaputra Cracker and Polymer Limited (BCPL) has set up a Petrochemical Complex at Lepetkata. The complex is spread over 3000 Bighas of land at Lepetkata, and it is situated at approximately 15 Kilometers away from Dibrugarh, Assam. It is desirable that BCPL engages a specialized agency to provide specialized Catering, Housekeeping & Maintenance services.

1. GENERAL INFORMATION

The Special Conditions of Contract [SCC] shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Scope of Work, 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. In case of any contradiction, the decision of the "Executive-in-Charge [EIC]" will be final and binding on the Contractor.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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. CONTRACT VALUE

- 2.1 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’.

3. DURATION OF CONTRACT / CONTRACT PERIOD

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

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

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

3.2. 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.



4. SCHEDULE OF RATES [SOR]

- 4.1 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.
- 4.2 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.
- 4.3 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".
- 4.4 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].
- 4.5 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.

5. VALIDITY OF QUOTED RATES

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.

6. TAXES AND DUTIES

- 6.1 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.
- 6.2 The rates/prices quoted in the "SOR" shall be inclusive of all tools, Contractor's supervision, transportation, overheads, profits and all consumables/non-consumables.



7. TERMS OF PAYMENT

7.1. The rates of eatables and other beverage to be served by contractor under this Contract as fixed by BCPL will be payable by guests, and the same **shall remain fixed and reviewed based on the CPI Numbers which will be revised yearly basis.**

7.2. 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.

8. SUPPLY OF MATERIAL

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

8.2. All materials to be provided by the Contractor shall be 'FSSAI-marked'/'AGMARK' or in conformity with the specifications/makes keeping in view of good quality/standard (As per **Annexure-A**). A broad list of materials to be supplied, with no extra cost [to BCPL] is given in **Annexure-A** which Contractor may be requiring under the Contract.

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

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

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

9.1. Contractor shall ensure that **trained and experienced manpower** are deployed to look after the guest(s) and providing them necessary services at the Guesthouse whenever required round the clock. The contractor must ensure that there should be sufficient number of personnel (**on an average 17 nos. on daily basis, as per past experience**) deployed at Guesthouse to provide smooth services as per scope of work on round the clock basis. Details of required category of manpower to be deployed by the contractor are given below.

Sl. No	Category of Manpower	Category of works/designation	Numbers required
--------	----------------------	-------------------------------	------------------



1	Unskilled	Housekeeping, Dish washer	6
2	Semi-Skilled	Cook helper, Service Boy	6
3	Skilled	Asst. Cook, Supervisor	3
4	Highly Skilled	Manager, Head Cook	2

The Contractor shall be under obligation to provide effective services and it is expected that the Contractor will provide/deploy his own personnel having necessary competency and in-line experience. The personnel so deployed by the Contractor during the currency of the Contract in Guesthouse, will have nothing to do with BCPL directly or indirectly and the Contractor shall be their sole Employer.

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

Sl.No.	Wage components	Rates																				
1.	Minimum wage	a).That all the contractors undertaking various contractual jobs across all operational locations of BCPL, will pay revised minimum wages as notified by Central Government vide notification dated 19th January 2017 and revision/ increase of VDA from time to time. The minimum rates of wages include the wages of Weekly Off/ Rest Day wages as per the guidelines of above mentioned gazette notification of Ministry of Labour and Employment, Government of India. b).That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 07th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of release of their R.A bills. c).The present rate of minimum wages revised vide order dtd. 06.10.2017 are: <table><tr><th>S.No</th><th>Category of Manpower</th><th>No. of Manpower required</th><th>Current Daily rate</th></tr><tr><td>1</td><td>Unskilled</td><td>6</td><td>Rs. 359/-</td></tr><tr><td>2</td><td>Semi-Skilled</td><td>6</td><td>Rs. 420/-</td></tr><tr><td>3</td><td>Skilled</td><td>3</td><td>Rs. 506/-</td></tr><tr><td>4</td><td>Highly Skilled</td><td>2</td><td>Rs. 593/-</td></tr></table>	S.No	Category of Manpower	No. of Manpower required	Current Daily rate	1	Unskilled	6	Rs. 359/-	2	Semi-Skilled	6	Rs. 420/-	3	Skilled	3	Rs. 506/-	4	Highly Skilled	2	Rs. 593/-
S.No	Category of Manpower	No. of Manpower required	Current Daily rate																			
1	Unskilled	6	Rs. 359/-																			
2	Semi-Skilled	6	Rs. 420/-																			
3	Skilled	3	Rs. 506/-																			
4	Highly Skilled	2	Rs. 593/-																			
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) &	Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by																				

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

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	Administrative charges	them in their respective worksite.
3.	Employee Insurance contribution State (ESI)	ESI is to be paid as per ESI Act 1948. All the manpower shall be covered under the ESI from the day one of start of the contract and a Temporary Insurance Card (TIC) shall be issued. Further the contractor should take necessary action to provide the permanent ESI Card (Pehachan Card) to all the manpower.
4.	Bonus	8.33% as per payment of Bonus Act (Amendment) Act 2015 i.e. Rupees seven thousand only or minimum wages whichever is higher per months. (To be paid to the contract workers during festival time by the contractor)
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	It is payable as per Factories Act 1948. 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. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.
8.	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	Contractor has to distribute safety kit and liveries (As mentioned in Annexure-B). 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	The Maternity benefit is payable as per the provisions of ESI Act 1948.



- 9.2. **Local Conditions:** Each bidders must have to know all local conditions and factors such as statutory labour enactments / amendments & Memorandum of Settlements (MoS), if any, which may have effect including financial implication on the execution of the contract in their own interest.

Bidders may seek clarifications (if any) regarding such local conditions from BCPL, before participating in the tendering process. However, company shall not entertain /consider any request for clarification from the bidder, once bid is submitted.

It is the sole responsibility of the bidder that such factors have properly been evaluated and considered while submitting the bid proposal. No claim whatsoever including financial adjustments arises on account of failure of the bidder to apprise himself about the local conditions/MoS, (if any) will be entertained by the company once bid is submitted.

- 9.3. **NON-STATUTORY ALLOWANCE:** In addition to the Minimum Wages contract workers to get an additional Non-statutory allowance @ 8% on the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of BCPL w.e.f. 01.07.2017.
- 9.4. 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.
- 9.5. The contractors shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- 9.6. 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.
- 9.7. 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 if applicable.
- 9.8. The contractor shall discharge obligations as provided under various statutory enactment including Contract Labour (Regulation & Abolition) Act, 1970, The Factories Act, 1948 etc. as applicable to its business for providing the said services. The Contractor shall also comply with the provisions of **the Minimum Wages Act, 1948, the Payment of Wages Act 1936, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972, the Employees' Provident Funds & Miscellaneous Act, 1952, The Employees State Insurance Act, 1948, Employee's Compensation Act, 1923, THE INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979, Child Labour (Prohibition And Regulation) Amendment Act, 2016, Sales Tax Act, 1959, Goods**



& Service Tax Act, Professional Tax Act and such other statutory enactments/rules and regulations laid down by the Government or local body whether related to labour, commercial or other laws in force/coming into force which may apply to this Contract and any liability on account of non-compliance or violations thereof by it, shall be solely to the account of the Contractor and the Company shall not be responsible for any breach or violation by the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damage, cost, charge or expense incurred or suffered by the Company on account of any breach or violation of the necessary statutory requirements by the Contractor.

- 9.9. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him under section **5.1(a) of Payment of Wages Act 1936** latest by **7th day of the subsequent month** in the presence of Executive In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wages sheet/ bank statement jointly.
- 9.10. **National Holidays:** That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti).
- 9.11. **Festival Holidays:** That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day).
- 9.12. **Annual Leave:** That contractor shall provide Annual Leave with Wages to their contract workers as per the provision of Factories Act-1948. Accordingly, every worker who has worked for a period of 240 days or more in the factory during a calendar year shall be allowed one day paid leave for every twenty (20) days of work performed during the subsequent year.
- 9.13. **Shift allowance** shall be granted to the workers who perform their duties in A, B & C Shifts. While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift and payment of shift allowances as per applicable rates. Further Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act. Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 20/- per day for A & B Shift and @ Rs.30/- per day for “C” Shift.
- 9.14. Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days’ notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.
- 9.15. The contractor shall be solely responsible and indemnify 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.



- 9.16. 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.
- 9.17. All personnel deployed by the contractor should be on the rolls of the contractor.
- 9.18. **AGE LIMIT:** The Contractor should not employ the contract worker below the age of 18 yrs. The Contractor should not employ Children as defined in Child Labour (Prohibition and Regulation) Act, 1986
- 9.19. The contractor shall engage supervisor 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.
- 9.20. 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.
- 9.21. **EMPLOYMENT CARD:** That all the contractors will issue Employment Card to their contract workers **under section 76 of Contract Labour (Regulation & Abolition) Central Rules, 1971** made there under without fail. Employment Card to be issued immediately on joining to their respective workers. Also the contractor should obtain entry passes from Security Dept. through Executive-In-charge for his deployed workers.
- 9.22. **ISSUANCE OF WAGE SLIP:** That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.
- 9.23. 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 **within 3 months** from the date of start of the contract.
- 9.24. 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.
- 9.25. Contractor shall provide Uniform & PPEs to their respective contract workers **within 15 days of start of the contract** as per contractual terms & conditions as specified in **Annexure-B**. Personnel deputed including supervisor shall wear 100% cotton uniform with GSM Specification (220 to 250) as per the norms as approved by the Executive – in – Charge (EIC) in advance.



- 9.26. All existing criteria amended from time to time for safety/ fire rules of BCPL are to be strictly adhered to.
- 9.27. 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.
- 9.28. 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.
- 9.29. 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 arrangement of payment of compensation under Employee State Insurance Act 1948, to the next kith & kin of injured / diseased.
- 9.30. 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.
- 9.31. 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.
- 9.32. 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.
- 9.33. 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.
- 9.34. 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.**
- 9.35. In addition to the above contractor shall ensure implementation of all applicable labour laws / legislation, rules made there under and amendments issued by Appropriate Authority from time to time and shall be solely responsible for compliance
- 9.36. The following documents shall be submitted by the Agency/contractor to the Executive-In-Charge at various stages during the currency of the contract:

a) Immediately after issuance/ receiving of Letter of Intent (LOI):



- (i) Application for issuance of Form - III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
- (ii) Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
- (iii) List of persons along with designation, Employee No., PF account, UAN Number, ESI Card No, Copy of TIC under ESI etc.
- (iv) Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
- (v) Copies of Employment/ Identity Card issued by the contractor for the persons to be engaged in BCPL have to be provided to concern EIC. Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- (vi) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- (vii) Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.

b) At the time of submission of monthly bills:

- (i) Monthly bill duly certified by the contractor or his authorized representative
- (ii) Copy of registers mentioned in **clause - 9.38** duly certified by the contractor or his authorized representative and EIC of BCPL.
- (iii) Copy of e-banking sheet/ bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and EIC of BCPL.
- (iv) Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and BCPL certifying as “Certified that the amount shown in the column No.---- has been paid to the workman concerned through e-banking on----- (date) at----- (place)”.
- (v) Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
- (vi) Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. For the previous month duly stamped by designated bank.

9.37. 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” under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act, 1970.
 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. Party needs to submit copy of PF Challan along with ECR every month for release of RA Bills.
 - 2.
- 9.38. **At the time closure of contract:**
The contractor has to obtain No Objection Certificate (NOC) from HR Department and submit Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.
- 9.39. 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.
- 9.40. All the working staff of the Contractor deployed under this Contract should be professionally qualified and should have required experience as per **Annexure-F** in their respective fields.
- 9.41. The Contractor shall submit **a list of his proposed employees after award of Contract along with details of qualifications and experience.** Qualification of the personnel engaged to provide the services in the Guesthouse is specified in the **Annexure-C** and it shall be to the full satisfaction of “EIC”. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.
- 9.42. **Periodical health checkup** of the employees deployed by the Contractor at least 'Once in a year', shall be the responsibility of the Contractor. Contractor to undertake



Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made there under & submit health check-up report to HR Department. The Contractor shall ensure compulsory Health Check-up of the individual manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.

- 9.43. Articles, foodstuff, etc. brought by the Contractor, his personnel or representative inside the premises of the Guesthouse shall be liable for security checks, gate pass system or any other system put into force from time to time.
- 9.44. The Contractor shall ensure that his employees are courteous, and their behavior & manners are good towards all employees of BCPL, guests, participants, etc.
- 9.45. No employees of the Contractor other than the employees on duty in night shift shall be allowed to stay in the designated premises in BCPL Township during night-shift or to use these places for residential purposes unless otherwise approved by "EIC".
- 9.46. The Contractor shall ensure that sufficient number of personnel deployed should stay within an area of '**four [04] kms**' from their workstation [i.e. Guesthouse] so that they can be called up during emergency.
- 9.47. The Contractor shall provide extra services **on-call basis [if required] during VIP-visit or on-need basis and the charges payable for non-specified items, services, etc. will be as per the mutually agreed rates.**
- 9.48. The Contractor shall make all arrangements to ensure to use and **refill of Commercial LPG cylinders only at his own cost.**
- 9.49. The Contractor shall supply necessary toiletries i.e. sanitary/urinal cakes, soaps, Odonil, air-purifiers, toilet paper, naphthalene balls, chemicals, disinfectant compounds, detergents, liquid soaps, acids, etc. (As per **Annexure-D**) of good quality and insufficient quantity from time to time and as and when required at his own cost.
- 9.50. The Contractor will be solely responsible for any loss, damage to BCPL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel in that case cost of the said item(s) **shall be recovered from the party on the prevailing 'market rates' as desired by "EIC".**
- 9.51. The Contractor shall arrange effective supervision of the upkeep, maintenance and catering/services in Guesthouse, Fine dining, Dining Hall including his personnel working in guest house.



- 9.52. In case it is felt by the authorized officer of BCPL that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor.
- 9.53. The Contractor shall issue '**photo-identity cards**' to all his workmen/supervisor as per prescribed format/card. The Contractor, his representative and their workmen may be subject to police verification regarding their antecedents, etc. The Contractor will ensure that his workmen/supervisors display their names in a "**badge**" and are in uniform while on duty.
- 9.54. The Contractor shall ensure that his personnel must wear uniform as mentioned in **Clause - 9.25** at all times within the premises of the Guesthouse on all days.
- 9.55. The 'quoted rates' shall include cost for all essential and contingent works, which although not specifically mentioned in this Contract, are necessary for the work to the satisfaction of BCPL.
- 9.56. If the Contractor fails or neglects to observe or perform the terms and conditions of the Contract, BCPL may:
- (a) Hold the Contractor liable for all the losses or damages caused to BCPL by such failure or neglect.
 - (b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance/dislocation or stoppages and **recover such losses from the amount payable to the Contractor.**
- 9.57. The Contractor shall use the premises only for the purpose of this Contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of BCPL in writing.
- 9.58. The Contractor shall work under the supervision of the "EIC" or authorized officer(s) of BCPL, as may be nominated from time to time. The Contractor shall be deemed to be in possession, sole, exclusive or otherwise of the premises or any part thereof, which shall always be in the exclusive possession & control of BCPL, the Contractor having only permission to make use thereof, as necessary, incidental to running & managing of the Guesthouse.
- 9.59. The Contractor shall not in any way obstruct the officer(s) of BCPL, or other person(s) employed by BCPL for the purpose from entering the premises in order to inspect the same or the fittings therein or carry out any repairs, additions or alterations.
- 9.60. The Contractor shall implement **faithfully all suggestions and directions made by nominated BCPL officials to improve the efficiency of the services in the said Guesthouse.**



- 9.61. Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of 'two [02] years' of the Contract. **The Contractor shall submit an inventory list of all the items present along with the monthly bill.**
- 9.62. The Contractor shall **not assign or transfer/ sublet** the Contract of running or for conduction of the business of the Guesthouse to anyone, nor shall appoint any sub-Contractor for the said purpose, nor shall sub-let the premises or any part thereof to anyone whosoever. Any violation to this effect shall be liable to termination of the Contract.
- 9.63. In the event of the Contractor suspending or abandoning services without giving proper notice to the "EIC" without handing over charge of the assets and materials entrusted to him by BCPL, the whole of the 'Security Deposit' and other dues payable to him shall stand forfeited, and the Contractor shall also be liable for any legal action as deemed fit for breach of Contract and the loss suffered by BCPL.
- 9.64. Timely and courteous service, good quality of eatables and supply of hygienic linen are the essence of the Contract.
- 9.65. The "authorized officer(s) / concerned official(s) / EIC" of BCPL shall in their own discretion make inspection at any time and **record suggestions / complaints in the register**. Appropriate action must be taken to correct discrepancies, if any, made therein.
- 9.66. No unauthorized person(s) should be permitted / seen within the premises of the Guesthouse. No relative/acquaintance of the Contractor or his worker(s) shall be allowed inside the Guesthouse-premises.
- 9.67. BCPL will covenant with the Contractor as follows:
- (a) That the possession, administration and management of the said “Dining Hall, Guest Rooms, Conference Room, kitchen and stores situated in the Guesthouse-premises” shall continue to vest with BCPL during the subsistence of this Contract.
 - (b) That rate of all food and beverages items shall be approved by BCPL and notified/displayed in each room/Dining Hall for the information and guidance of guest(s) by the Contractor. The present and revised rates are attached as **Annexure- E** for your reference.
- 9.68. 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, Admin Building, Lepetkata addressed to the "EIC".
- 9.69. The Menu of food items and prescribed rate to be maintained by the contractor as per **Annexure – E.** which will be reviewed yearly basis as per average AICPI.
- 9.70. The utensils/crockery items provided to the contractor to be returned as it is basis after completion of the contract. In case of Loss/breakage of **any utensils/crockery items**, the same need to be procured by the contractor to maintain the inventory within 15 days of report failing the above, the same will be procured by BCPL and the amount of procurement of the items will be recovered from the RA Bill of the contractor. **A Monthly Inventory for this effect shall be undertaken and submitted latest by 5th of every month.**
- 9.71. **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.
- 9.72. **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 Executive-in-Charge shall be final and binding.
- 9.73. **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.
- 9.74. **Defect liability Period:** The defect liability period shall be **three months** from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Executive-In-Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.
- 9.75. Day-to-day garbage to be disposed off to the assigned area as prescribed the dealing officer/EIC. The decision of Executive-in-Charge shall be final and binding in this regard.

10. COMPOSITE HYGIENE SCORE:



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

11 SPECIAL INSTRUCTIONS TO THE CONTRACTOR

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

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

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

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

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

11.7. The contractor shall provide point of sale machine/online payment system.

11.8. The contractor shall not use polythene bags/any other plastic bags during the period of contract for any purpose.

12. OBLIGATIONS OF BCPL

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

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



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

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

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

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

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

13. PENALTY

Penalty shall be imposed as per the following:

SN.	VIOLATIONS	PENALTY per occasion/instance
1	In case, up-keeping/cleaning is not found satisfactory inside the premises of the Guesthouse such as balcony, kitchen, washing area, toilet, conference room, Gym room, Dining hall including furniture / fixtures, TV, AC, Room heater, utensils, crockeries etc.	Rs. 2000/-
2	In case, the Contractor procures/supplies food materials which is of substandard quality/expired/non-branded and not approved by the "EIC" or his authorized representative of BCPL	Rs. 2000/-
3	In case, peace/decorum is disturbed due to any lapse on the part of the Contractor	Rs. 1000/-
4	In case, the items provided by BCPL is found to be misused by the contractor or any other representative of contractor.	Rs. 1000/-
5	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. 1000/-
6	In case, any personnel is found without proper uniform or uniform is found poorly maintained	Rs. 500/-



7	In case, the successful bidder/Contractor is not able to mobilize within the time specified above	Rs. 500/- per day
8	In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score']	Rs. 500/-
9	In case, Contractor fails to provide branded/ approved by the "EIC" make of dental kit, soap, shampoo, comb, mosquito repellent, slippers in each room of Guesthouse at check-in of the guests or as per requirement	Rs. 500/-
10	In case, the amount collected from guests towards room-rent is not deposited within the specified period [within first 10 days of succeeding month]	Rs. 200/- per day delay

14. TAX LIABILITIES

- 14.1 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.
- 14.2 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.
- 14.3 'Income Tax' deductions shall be made from all payments to the Contractor as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, Contractor shall be entitled to get the "**TDS Certificate**" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

15. EXECUTIVE-IN-CHARGE [EIC]

- 15.1 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.
- 15.2 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final and binding on the Contractor.
- 15.3 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work" and/or "SOR" shall be final and binding on the Contractor.
- 15.4 The "EIC" shall be authorized to impose penalty for all deviation of contract as per **Clause -13** of this contract.



16. ADHERENCE TO SAFETY REGULATIONS

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

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

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

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

17. PERSONNEL:

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

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

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

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

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

18. NUISANCE:

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



personnel / property. Additionally, the Contractor shall bear all costs for keeping law and order situation under control.

19. GATE/ ENTRY PASS OR AUTHORISATION:

18.1 Entry to the offices/ work sites are 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.

20. TERMINATION OF CONTRACT:

In case, the Contractor's performance is not satisfactory as per the opinion of "EIC" at any point of time during the contract, the contract may be terminated by BCPL by giving a thirty [30] days' notice. In the event of such termination, contractor shall be paid for the actual time performed till the date specified in the notice. Any loss incurred by BCPL on this account shall be recovered from the contractor. **BCPL may engage another agency to complete pending jobs under his contract at the risk and cost of the contractor. If it is observed that work cannot be completed within the stipulated time, BCPL may get the work done through other agency(s) at the risk and cost of the contractor.**

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.

21. ALL OTHER TERMS & CONDITIONS OF THE CONTRACT SHALL BE AS PER "GENERAL CONDITIONS OF CONTRACT [GCC]" OF THIS TENDER DOCUMENT.

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



"ANNEXURE-A"

BRANDS OF RAW MATERIALS TO BE USED/SERVED

SN	Items	Brands
1	Cooking Oil	Sundrop / Vital / Saffola / Nature Fresh / Dhara / Patanjali / Engine / Nutrela / Mahakosh
2	Masala	MDH / Everest / Catch / Shalimar / Patanjali
3	Ice-Cream	Mother Dairy/ Kwality/ Amul / Vadilal / Cream Bell / Baskin Robbins
4	Salt	Iodized [Tata / Annapurna / Captain Cook / Aashirvaad / Saffola]
5	Wheat Flour	Golden Harvest / Annapurna / Captain Cook / Aashirwad / Rajdhani / Nature Fresh / Pillsbury / Patanjali / Shakti Bhog
6	Rice	Good quality Basmati Rice (Lal Quila or equivalent) / Izong Rice
7	Sugar	Good quality sugar
8	Ghee / Vanaspati	Gagan / Rath / Annapurna / Mahamaya / Britannia / Gowardhan / Anik / Milkfood / Madhusudan / Nestle Everyday / Amul
9	Jam / Tomato Sauce	Kissan / Maggie / Heinz / Del Monte / Tops
10	Butter	Amul / Mother Dairy / Britannia
11	Tea / Tea Bags	Taj Mahal / Lipton / Taaza / Tata Tea / Brooke Bond Red Label / Wagh Bakri / Tetley / Marvel / Nes tea / Twinings
12	Coffee	Nescafe / Tata coffee / Bru / Davidoff / Leo
13	Pickle	Nilon's / Mothers Recipe / MTR Foods / Anjali Foods
14	Sugar cubes	Daurala / Avanti / Dhampure / Trust Classic
15	Cornflakes	Kelloggs / Patanjali
16	Bread	Britania / Harvest / Modern or equivalent
17	Salted Biscuits	Monaco / Krack Jack / Britannia 50-50 / Britannia / Maska Chaska / Parle / Bisk Farm / Sunfeast
18	Sweet Biscuits	Britannia Marie Gold / Cream / Parle-G / Good day / Little hearts / Parle / Bisk Farm / Milk Bikies / Bourbon / Orange Cream / Priya Gold / Sunfeast / Hide & Seek
19	Papad	Lijjat / Rajdhani / Nillons / Haldirams / Mother's
20	Juice	Tropicana / Real / Paper Boat
21	Soft Drinks	Mazza / Fanta / Pepsi / Mountain Dew / Sprite / Coke / 7up / Limca / Fruti
22	Potato Chips	Uncle Chips / Lays / Haldirams / Parle

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



“ANNEXURE-B”

DRESS CODE FOR WORKERS OF GUEST HOUSE FOR A PERIOD OF 2 YEARS

Manager /Supervisor / Front Office:	White Full Shirt (2 No.), Black Trousers (2 No.), Black Blazer (1 No.), Black Tie (1 No.), Black Shoe (1 Pair), Black Socks (2 Pairs) and Badge-metallic (on the scope of contractor)
Cook / Cook Helper:	Sky Blue Full Shirt (2 No.), Black Trousers (2 No.), Sky Blue Sweater (1 No.), Black Shoe (1 Pair), Black Socks (2 Pairs), Apron (on the scope of contractor) and Badge- plastic (on the scope of contractor)
Service boys:	White Full Shirt (2 No.), Black Trousers (2 No.), Black Sweater (1 No.), Black Shoe (1 Pair), Black Socks (2 Pairs), Black Bow Tie (1 No.) and Badge-plastic (on the scope of contractor)
Others (Such as Helper/Dishwasher/ (2 No.), Housekeeper/Sweeper, etc.)	Royal Blue Full Shirt (2 No.), Royal Blue Trousers Royal Blue Sweater (1 No.), Black Shoe (1 Pair), Black Socks (2 Pairs) and Badge – plastic (on the scope of contractor)
	For Ladies: Royal Blue Sari and Blouse (2 No.) / Royal Blue Salwar Suit with Dupatta (2 No.), Black Shoe (1 Pair), Black Socks (2 Pairs), and Badge-plastic (on the scope of contractor)



“ANNEXURE-C”

QUALIFICATIONS OF THE STAFF AND WORKERS OF GUESTHOUSE

Manager:	3 years Diploma Holder in Hotel Management/ Hospitality Management or equivalent with at least 2 years' experience post qualification in a similar nature of job. He/She should be fluent in English/ Hindi/ local language. • Disciplined & Initiative
Caretaker / Front Office:	Any Graduate with experience of hotel management/hospitality industry/hotels etc. • Disciplined & Initiative
Cook: Dishes,	•Excellent cooking skills in South/North Indian Continental, Chinese and various other Dishes with at least 4 years' experience in a good hotel/guest house. • Being creative and progressive • Maintaining quality and hygiene • Teamwork and team management • Discipline & Initiative
Service boys:	Should be courteous, well behaved, intuitive and polite and be alert at all time during the job good hotel with at least 1 year experience in a good hotel/Similar nature of job. • Disciplined & Initiative
Others (Such as Helper/Dishwasher/ Housekeeper/Sweeper/etc):	Should be courteous, well behaved and polite and should be alert at all times during the job with at least 1 year experience in a similar nature of job. • Disciplined & Initiative



"ANNEXURE-D"

SUPPLY OF MATERIAL

A broad list of items is indicated below, which are required to be procured by the Contractor under the Contract. The list is indicative only, and by no means exhaustive. The Contractor shall also supply material which is not indicated below, but may be required during the entire scope of work.

**DETAILS OF MAINTENANCE MATERIAL REQUIRED TO BE PROVIDED BY
THE**

CONTRACTOR FOR 4 VIPROOMS AT BCPL GUESTHOUSE, DIBRUGARH

SN	Particulars	Brand
1	Shaving Kit (on chargeable basis)	Gillette Presto Razor, Shave Gel Pack and Shaving Brush
2	Dental Kit: Tooth Brush & Toothpaste Tube (small)	Colgate/Pepsodent/Oral-B
3	Shoe Brush and Liquid Shoe Shiner	Cherry Blossom or equivalent
4	Toilet Soap	(28 gram) Pears / Dove / Johnson & Johnson or equivalent
5	Shampoo-sachets	Clinic / Sunsilk or equivalent
6	White Comb (medium size)	Standard make
7	Hair Oil: 20 ml	Bajaj/Dabur/Nihar/Parachute/Hair& Care
8	Naphthalene Cake/Balls	Standard make
9	Face Cream (small): 9 gram	Lakme/Ponds/Garnier/Nivea
10	Mosquito Repellant machine With refill	Baygon/Goodnight
11	Bathroom Slipper (2 Pair)	Bata/Liberty/Flite or equivalent

**DETAILS OF MAINTENANCE MATERIAL REQUIRED TO BE PROVIDED BY
THE**

**CONTRACTOR FOR 12 EXECUTIVE ROOMS AT BCPL GUESTHOUSE,
DIBRUGARH**

SN	Particulars	Brand
1	Dental Kit: Tooth Brush & Toothpaste Tube (small)	Colgate/Pepsodent/Oral-B
4	Bath Soap (30 gram)	Hamam/ Lux/ Margo
5	Shampoo-sachets (2 Numbers)	Clinic / Sunsilk or equivalent
6	Naphthalene Cake/Balls	Standard make
7	Mosquito Repellant machine With refill	Baygon/Goodnight
9	Bathroom Slipper (2 Pairs)	Bata



**ITEMS/ TOOLS TO BE SUPPLIED BY THE CONTRACTOR FOR
HOUSEKEEPING AND MAINTENANCE**

Particulars	Lump sum quantities for a period of 2 years
Basin Brush	24
Toilet Brush	24
Mop (good quality)	24
Broom (Hard)	48
Broom (Room)	72
Polish Cloth/Duster	24
Floor Wiper	8
Ceiling brush	8
Harpic (1 litre bottle)	120
Floor Cleaner (1 litre bottle)	120
Napthaline Ball (Packet of 10 piece)	480
Chitrana: 100 ml Bottle	120
Room Freshener: 200gm/245ml	72
Odonil : 1 packet (50 gm)	864
Colin (1 litre bottle)	120
Roff (floor cleaner) (1 litre bottle)	48
Bleaching powder: 1 packet (500 gm)	240
Hit mosquito spray (Big) : 248gm/400ml	24
Hit Cockroach spray (Big) : 248gm/400ml	24
Black phenyl (1 litre bottle)	120
Tide/Surf Powder: 1 Kg Packet	72
Liquid Hand Wash (Refill Pack)	288

NOTE:

- The Contractor shall assess the quantity of material required independently as per the quantum, scope of work and experience for excellent up-keeping services of the buildings and its furnishings/assets. Brands are to be changed with the consent of "EIC" at no extra cost to BCPL.
- All the above mentioned items are to be replaced by Contractor as and when existing ones are exhausted/during the change of guests.
- 25% of the total daily requirement of cleaning materials should be kept by the contractor at site in excess, as inventory.**



“ANNEXURE – E”
MENU RATES

To be reviewed on yearly basis based on AICPI Numbers.

General Items			
SN	Item	Quantity	Amount (in
1	Breakfast (Roti/Paratha + Sabji +	Roti -4 Nos./Paratha-2 Nos.	35
2	Breakfast (Bread Toast + Jam + Butter + Milk)	Bread-4 Nos. & 200 ml Milk	37
3	Breakfast (Cornflakes + Milk)	200 ml Milk	30
4	Black Tea	100 ml	5
5	Milk Tea	100 ml	8
6	Coffee	100 ml	15
7	Veg Lunch/Dinner (Rice, Roti, Salad, Papad, Chutney, Dal, Dry Veg, Gravy Veg)	Buffet	75
8	Paneer Masala	Paneer 4 Piece (Medium Size)	45
9	Egg Curry	Egg 2 Piece	30
10	Fish Curry (chalani)	Fish 1 Piece	35
11	Chicken Curry	Chicken 2 Piece (Medium Size)	35

Snacks Items			
SN	Item	Quantity	Amount (in
1	Veg Pakora	8 Piece (100 gm)	25
2	French Fry	150 gm	35
3	Chilly Chicken (with bone)	8 Piece	80
4	Chilly Chicken (boneless)	8 Piece	90
5	Chicken Lollipop	8 Piece	70
6	Egg Bhurji	Double Egg	25
7	Peanut Masala	120 gm	25
8	Fish Chilly	8 Piece	70
9	Boiled Kabuli Chana	150 gm	20
10	Salad (Tomato+Onion+Cucumber)	200 gm	15
11	Chilly Babycorn	150 gm	55
12	Paneer Pakora	8 Piece (100 gm uncooked)	65
13	Chilly Paneer	8 Piece (100 gm uncooked)	65
14	Fish Finger	8 Piece	70

Soup Items			
SN	Item	Quantity	Amount (in
1	Tomato Soup	200 ml	20

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS.”



2	Mix-veg Soup	200 ml	20
3	Veg Clear Soup	200 ml	20
4	Hot and Sour Soup	200 ml	20
5	Cream of Tomato Soup	200 ml	25
6	Sweet Corn Soup	200 ml	25

Special Items on Sunday			
SN	Item	Quantity	Amount (in
1	Spc. Breakfast	(Aloo Onion Paratha - 2 Pc. + Dahi 100 gm + Chutney)	45
2	Spc. Veg Lunch/Dinner	[Veg Biryani + Paneer (Uncooked quantity of 50 gm) + Dal + Salad + Chutney + Papad]	100
3	Spc. Non Veg Lunch/Dinner	[Veg Biryani + Chicken (2 piece) + Dal + Salad + Chutney + Papad]	100

Special Items for VVIP/VIP and Party			
SN	Item	Quantity	Amount (in
1	Paneer Butter Masala	Paneer 4 Piece (75gm Uncooked)	55
2	Kadai Paneer	Paneer 4 Piece (75gm Uncooked)	55
3	Paneer Do Pyaza	Paneer 4 Piece (75gm Uncooked)	50
4	Matar Paneer (Seasonal)	Paneer 4 Piece (75gm Uncooked)	50
5	Palak Paneer (Seasonal)	Paneer 4 Piece (75gm Uncooked)	50
6	Fish Sarsoo (Chalani Fish)	1 Piece	45
7	Fish Sarsoo (Local Fish)	1 Piece/2 Piece of Pona Fish	65
8	Fish Tenga (Chalani Fish)	1 Piece	45
9	Fish Tenga (Local Fish)	1 Piece/2 Piece of Pona Fish	65
10	Fish Fry (Chalani Fish)	1 Piece	30
11	Fish Fry (Local Fish)	1 Piece/2 Piece of Pona Fish	50
12	Omelette (Single Egg)	Single Egg	20
13	Omelette (Double Egg)	Double Egg	30
14	Ari Fish Curry	1 Piece	160
15	Hilsha Fish (Fry/Curry)	1 Piece	130/160
16	Chicken Butter Masala	2 Piece	50
18	Kadai Chicken	2 Piece	50
17	Chicken Do Pyaza	2 Piece	45
19	Til Chicken	2 Piece	45

"ANNEXURE-F"

PROFORMA FOR COMPOSITE HYGIENE SCORE [FORM-I]

e-TENDER NO: BCPL/C&P/LE18W031BB/00601

FOR "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH" FOR A PERIOD OF 24 MONTHS."



[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 'Agmark' 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-ware and Electrical		
18) Whether the utensils, cook-ware, 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-ware, 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, geasers, inspect repellants, 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 checkup 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**



SECTION – VI

SCOPE OF WORK



SCOPE OF WORK (SOW)

1. The Guesthouse consists of four **[04] VIP-Suites** [with attached toilets], twelve **[12] rooms for double-occupancy** [attached toilet], Dining Hall, [03] Store-Rooms, Lounge (Fine dining), Gym, Conference Room, Outside toilets, Peripheral Drains, Washing Area.
2. Provision of caretaking of Guesthouse including reception (**front-desk**), facilitating accommodation and its allied services for comfortable stay of employees / participants / official guests of BCPL, National or International trainees/and faculty for trainings in Guesthouse at BCPL Guesthouse are the major activities of this Contract.
3. Provision of catering and other-facilities including its allied services for employees/participants/official guests of BCPL, National & International trainees/participants and faculty selected by BCPL for trainings, or conducting trainings at BCPL coming on residential & non-residential basis are the major activities of this Contract. **Arrangement and service of food from Bed-tea to Dinner should be done regularly.**
4. Regular maintenance and cleaning/dusting of furniture, fixtures of area, mopping of rooms/ toilet, washing of curtains, washing of door mattress under the scope of this Contract by using proper tools, tackles, equipment and catering facilities of international class are the major parts of this Contract.
5. Arrangements for Special Events: There may be special arrangements organized besides regular activities in which the Contractor may be asked to provide the services. *For such arrangements, if any, of food-menu is different or in addition, the rates shall be mutually decided prior to the event takes place.*
6. The Contractor should be equipped to provide catering to approximately '**forty five [45] persons' at one time within a short notice of three hours.**
7. The Contractor has to operate from kitchen for providing meals & snacks during the any programme or other events for the guests/ BCPL employees staying in the Guesthouse, or employees working at Lepetkata.
8. Properly-trained cooks shall do cooking in most hygienic conditions; and presentable, well-mannered and trained waiters / servicing-staff shall execute the services.
9. Cleaning of kitchen, Guesthouse-rooms, Gym Room, Lounge, common wash room, Outside Toilets, Conference room, Dining hall, attached attendant's room, store(s) and



equipments used by the Contractor will be the responsibility of the Contractor. Cleaning will be done with approved material manually or by using mechanized equipments like vacuum-cleaners, scrubbing machines, etc.

10. Furniture, fixtures, kitchen-equipment, exhaust-fans, fly catchers etc. to be cleaned daily in such a manner that these items should not affect resulting to scratches. Sofa set kept in the lobby area should be cleaned in **every week**.

11. Proper regular care for the safe maintenance of fittings, fixtures, TV-equipment, Gym equipment and furniture will be the sole responsibility of the Contractor. Any damage and or loss caused to the above either by the Contractor himself or by any of his employees shall be rectified / replaced by the Contractor at his own cost immediately.

12. The payments towards room rent & food charges etc. from the guests staying in guesthouse will be collected directly by the Contractor, unless the contractor is instructed otherwise by the EIC/Dealing Officer.

13. Washing and ironing charges for cloths of the guest(s) shall be collected from the concerned guest(s) by the Contractor/his representative(s), **as per rates displayed in the rooms**. Items, which are not covered in the list, will be washed/ironed after getting the consent of guests about the rates to be charged.

14. Front-Desk/Office: Front-Desk/Office is one of the most important functions of Guesthouse-operation, and being in the forefront of guest interaction, it is expected that the experience of the guests starts on a good note. Therefore, in order to ensure **uninterrupted service** at Guesthouse, the Contractor shall provide reception facilities at Guesthouse starting from **6 AM to 10 PM** every day. The main responsibility of 'Front-Desk/Office' is to assign/allot rooms to the guests, maintenance of properties of Guesthouse and guests, security of guests and their properties, proper upkeep of VIP Rooms, Executive Rooms, Lobby, Conference Room, Dining Hall, Common passage & surrounding areas, and ensuring ultimate guest-satisfaction.

15. Provision for Toiletries: The Contractor will provide Bath Soap, Toilet Soap, Shampoos, Toilet papers, Tooth Brush, Tooth paste & paper-napkins of standard brands as specified in **Annexure "C"** of SCC. Selection of brands will be done with the approval of the "Engineer-in-Charge [EIC]".

16. Contractor shall arrange cleaning of towels, bed sheet, bed cover, dry-cleaning of blankets every month/ as desired by EIC. **The same are** in the scope of Contractor. Dry-cleaning of curtains in all rooms are also in the scope of BCPL and the same will be done on every six [6] months basis.



17. Readiness of Rooms for Guests:

- a. Contractor shall be responsible to keep rooms ready in all respect within **one [01] hour of vacating the rooms by guests.**
- b. Contractor shall ensure that linens of rooms shall be changed on alternate day/new occupant basis and towel/ hand towel shall be changed on daily basis.
- c. Contractor shall be responsible to replace linen of rooms in case room remains vacant for more than 'three [03] days'.
- d. Contractor will also ensure that linen is changed as & when it is requested by the guests.

18. Washing/Dry-cleaning of Linens:

- a. The contractor shall be responsible for washing/dry-cleaning of linen at his own cost. Washing/cleaning of linen shall be done outside BCPL-premises in most hygienic conditions. The representative of BCPL may visit the place/address which will be provided by the Contractor in advance, for ensuring hygiene of linen washed/dry-cleaned.
- b. The Contractor with mutual consent of the "EIC" shall decide the Standard Operating Procedure[procedure of cleaning], with time schedule, of each linen item to be washed/cleaned before the commencement of the Contract. If time schedule of washing/dry-cleaning of any item found inadequate with requirement, the same shall be reviewed and decided with mutual consent of the Contractor and the "EIC".

19. The payment from the guests for the stay, at the applicable rates, will be collected by the Contractor or his representatives by issuing proper receipts on behalf of BCPL, and the collected amount will have to be deposited by the Contractor to BCPL on monthly basis **within 7th day of succeeding month.** In this regard the Contractor is required to maintain a proper room-rent register or/and computer-generated report.

20. The Contractor shall always keep the Guesthouse properly and adequately lighted. **The consumables and maintenance of lighting of Guesthouse shall be in the scope of BCPL.**

21. All equipment and items handed over to the contractor shall remain at the risk and in the sole charge of the Contractor. The Contractor shall be responsible for any loss or damage thereto, arising from any cause other than the accepted risks and shall deliver in its proper condition at the time of expiry of the agreement. **An inventory of these items will be prepared every month** and signed by the Contractor and BCPL's



representative every month and also at the time of expiry of contract while handing over.

22. The Contractor shall keep a **Feedback Register / online feedback system** and also **Guest Feedback form** at a pre-designated place to record complaints/suggestions on services rendered by the Contractor and such complaints shall be taken note of and acted upon immediately, wherever and whenever required.

23. No alcohol or any new item [i.e. item(s) not covered under '**Annexure-E**' shall be introduced or served to the guests/BCPL-employees without obtaining prior permission and getting the rates fixed thereof by EIC.

24. All eatables, soft drinks, etc. shall be served on the buffet at dining hall/rooms only. Used crockery, empty bottles, etc. shall be collected back from the tables/rooms immediately within 15 minutes.

25. Sufficient stock of items (7 days) 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.

26. The eatables served by the contractor to the Guests/BCPL-employees shall be completely hygienic, free from any adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, pieces of ropes. Jute bags, raffia bags glass or crockery chips, paper, wood insects, flies. 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.

27. Non-vegetarian dishes shall be made of fresh and good-quality chicken or fish, etc. The pieces of non-vegetarian items shall be **two pieces for one guest at least** and it should 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.

28. 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, yogurt, cheese, cream, butter etc. shall be of good standard and should be prepared and served fresh.

29. If any of the above mentioned items are found to be of substandard quality, the same shall be rejected outright. If any 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.

30. Raw materials like tea, coffee, Spices (Masalas), ghee, refined oils [loose oil shall not be used] and eatables like bread, butter, jam, etc. to be served to the guests/ BCPL-employees shall be fresh and of good quality and manufactured by well-known manufactures. Lists of a few branded items have been mentioned at '**Annexure-A**'

31. The Contractor shall ensure that beverages and eatables prepared in the Guesthouse are not sub-standard. BCPL reserves the right to reduce the prices or refuse the payment of such items already served/supplied.

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

33. The Dining hall, Kitchen, Kitchen Stores, Linen Bed sheet stores and working place will be maintained properly, items systematically organized and area cleaned hygienically.

34. Tea-leaves, left-over food, and other discarded items will be collected in proper refuse-bins; separately e.g. degradable/ non degradable, food waste, glass bottles and disposed of immediately on the same day as prescribed by EIC. .

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

36. Guesthouse-catering will not be closed or the Contractor will not suspend services for any reason, whatsoever. The services should be as per menu and time schedule.

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

38. Only meals and light refreshments, including tea, coffee and other soft-drinks shall be made available on payment to the guest(s) and the Contractor immediately and prior to their checking out from the Guesthouse should submit the bill at front-desk/office of Guesthouse for collection of the payment from the guests. BCPL will not take any responsibility of bill submitted after the departure of guests.

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



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

41. 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.

42. The Contractor shall always keep the Guesthouse and Dining Hall/ Common Area properly and adequately lighted.

43. **Food-Menu:** Menu / types of food-items have been listed under '**Annexure- E**' of 'Section-IV'. BCPL shall in its discretion order for any of the food-items. The contractor shall **print Menu Card** indicating the approved rates of items on discussion with EIC/Dealing Officer.



SECTION-VII

SCHEDULE OF RATES [SOR]



**SCHEDULE OF RATES (SOR) – UN-PRICED BID
(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)**

e-TENDER NO: BCPL/C&P/LE18W031BB/00601 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICE AT BCPL-GUEST HOUSE, BARBARUAH” FOR A PERIOD OF 24 MONTHS”

Item No.	Service Description	UOM	QTY	Basic Unit Rate / Month		Total Amount (E*D)	
				(In numerical) Rs.	(In words) Rs.	(In numerical) Rs.	(In words) Rs.
A	B	C	D	E	F	G	H
1	[THIS ITEM IS NOT TO BE QUOTED] Total Payable Wages: Statutory Payments such as Minimum Wage, PF, ESI, Bonus, Leave wages etc. (As per SCC of the tender and applicable Labour Laws & minimum wages) as specified in the SOW of the tender document. Estimated Cost for cleaning materials & Cost of Uniform & PPE in terms of safety provisions under factories act, 1948 etc in included.	MONTHS	24	3,43,672/-	(Three Lacs Forty Three Thousand Six Hundred and Seventy Only)	82,48,137/-	(Sixty One Lacs Seventy One Thousand and Twenty Four Only)
2	Service Charges to be quoted by bidder in Percentage (%)	MONTHS	24		_____(%)	Rs. _____	(For 24 Months)
Total Basic Amount exclusive of GST[CGST+SGST or IGST]:							
Applicable GST [CGST+SGST or IGST] Rate in [__%]:							
Total Amount inclusive of GST [CGST+SGST or IGST] IN FIGURES):							
Total Amount Inclusive of GST [CGST+SGST or IGST] (IN WORDS):							
SAC CODE towards subject SERVICE / JOB:							
Name of authorized person submitting the tender on behalf of the Bidder (s):							
Designation of authorized person:							
Name of firm / Contractor:							
Address of firm / Contractor:							
Date:							



Note:- Considering the mandatory component of expenses such as total Payable Wages: Statutory Payments such as Minimum Wage, PF, ESI, Bonus, Leave wages etc. (As per SCC of the tender and applicable Labour Laws & minimum wages) as specified in the SOW of the tender document and including cost for cleaning materials & Cost of Uniform & PPE in terms of safety provisions under factories act, 1948 etc as specified in the SOW during the currency of contract comes to **Rs. 82,48,137/- (Rupees Eighty Two Lacs Forty Eight Thousand and One Hundred Thirty Seven Only)** which is exclusive of GST. **Hence, any quote received below this amount will be rejected.** Accordingly, percentage of Contractor's Service Charges / Profit margin may be quoted by the bidders on manpower cost excluding other components as mentioned in SCC and Scope of Work (SOW) of the tender document.



**SCHEDULE OF RATES
[SOR]
(TO BE SUBMITTED IN e-MODE IN NIC CPP
PORTAL)
<https://eprocure.gov.in>**

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER –
Page no. 61 to 71 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 0373-2914582

Mobile : 8811017320

Email : etender@bcplindia.co.in

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8826246593

Email : cphp-nic@nic.in