



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150228/AS

Date: 28.01.2016

To,

**BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, UP-KEEPING
AND MAINTENANCE OF BCPL GUEST HOUSE AT BCPL COLONY,
SIVASAGAR FOR A PERIOD OF TWO YEARS.**

LIMITED DOMESTIC COMPETITIVE BIDDING

Contact Person:

AVANTI SHARMA

Senior Officer (Contracts and Procurement)

Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

Lepetkata, Assam

Ph no-0373-2914609/635

Email-avanti@bcplindia.co.in

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Admin Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

SECTION IA

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Hiring of Services for Catering, Up-Keeping and Maintenance of BCPL Guest House at BCPL Colony, Sivasagar for a period of two years as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150228/AS
1.2.3	Bid documents available on Website & BCPL office	From 14.00hrs on 28/01/2016 on www.bcplonline.co.in and www.gaitenders.in & CPP portal
1.2.3	Delivery schedule/Period of Contract	REFER SPECIAL CONDITION OF CONTRACT of SECTION III of tender
1.2.4	Pre-Bid Meeting	08/02/2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	16/02/2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un – priced bid at BCPL, Lepetkata	16/02/2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day)
1.2.7	Place of submission of bid	C&P DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 35,000.00 (Rupees Thirty Five Thousand Only)
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with

		NSIC under single point registration scheme and PSU/Govt. Departments.
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	AVANTI SHARMA <i>Senior Officer (Contracts and Procurement)</i> Email-avanti@bcplindia.co.in Ph no-0373-2914609/635

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

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

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

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

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

- i) Tender Fee/bid document fee: (Non-refundable): **NOT APPLICABLE IN THIS TENDER**

Bidders are required to submit the DD (tender fee, if applicable) along with EMD in Physical form. The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting. The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders willing to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders.

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

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

2) EARNEST MONEY DEPOSIT/BID SECURITY:

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

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

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

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

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

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

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

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

3) BIDDER’S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

- i) The bidder must have experience of having executed at-least a single order/contract of catering/pantry/canteen services as well as sanitation/ housekeeping/upkeep services in offices/Guest House/Training institute of any Govt /Semi Govt /PSU/MNC /Pvt company of minimum 5 lacs in any of the previous 7 years prior to the due date of bid submission.
- ii) Along with the techno-commercial bid, the bidder must submit documentary evidence i.e. copies of work order/agreement along with detailed Schedule of rates and its completion certificate/ execution certificate/Client certificate
The completion certificate/Execution certificate /Client certificate must clearly indicate the following
 - a) Full address of Client, officer issuing certificate
 - b) Reference of relevant work order
 - c) Actual value of executed work
 - d) Date of actual completion, successful execution of works.
- iii) All documents i.e. Work orders and completion certificates or any other document submitted towards meeting BEC criteria shall have to be certified by Notary Public.
- iv) The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such

certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.

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

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

2.4.1 **NOTE TO BEC-BCPL** may or may not seek any clarifications regarding documents against BEC after Technical bid opening, hence bidder must submit proper/relevant documents against BEC duly notarized, and failing of which offer is liable for rejection.

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified by Notary Public with legible stamp.

3.3 Financial BEC: (Not Applicable)

Note to BEC (for *strict* compliance):

- a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria along with the offer, failing which their offer shall be summarily rejected.
- b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

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

**SUBMISSION OF ATTESTED COPIES OF CERTIFICATES /
DOCUMENTARY EVIDENCES**

- Copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Copy of P. F. certificate.(if any)
- Copy of sales tax registration certificate
- Copy of service tax registration certificate
- Copy of PAN Card.

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document 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 the M/s (Name of the bidder) shall be liable for rejection.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 35,000.00 (Rupees Thirty Five Thousand Only). For details refer point no. 6 of General Condition of Contract -SECTION IV of tender.

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

- However, PSUs & SSI are exempted from payment of EMD.
The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) PRE-BID MEETING:

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

- b) The bidder is requested to submit their queries /clarifications in the **Format F7 of SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

6) PERIOD OF CONTRACT

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

7) VALIDITY PERIOD OF OFFER:

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

8) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

9) TERMS OF PAYMENT:

Please refer Special Condition of Contract of SECTION-III.

10) PRICE REDUCTION SCHEDULE: As per GCC Clause-27.

11) FIXED PRICE:

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

12) JURISDICTION OF COURT:

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

13) ARBITRATION:

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

14) FORCE MAJEURE:

Shall mean and be limited to the following:

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

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

15) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT. In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

16) SERVICE TAX:

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e. either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 14.5%) on total value of works contract.

- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- Service tax shall be considered for evaluation of bids.

17) REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18) ORDER OF PRECEDENCE:

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

- i. RFQ Covering Letter
- ii. SOR
- iii. Instruction to Bidders
- iv. Special conditions of contracts
- v. General conditions of contracts

- 19) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.****

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their

offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

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

Yours faithfully,

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

AVANTI SHARMA
Senior Officer (Contracts and Procurement)
Brahmaputra Cracker and Polymer Limited
(A Government of India Enterprise)
Lepatkata, Assam
Ph no-0373-2914609/635
Email-avanti@bcplindia.co.in

(NOT APPLICABLE IN THIS TENDER)

FORMAT-A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1:	
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 Reserve & Surplus)	

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no:

INSTRUCTIONS:

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

SECTION IB
CUT-OUT SLIP

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document No.: BCPL/DIB/C&P/SER/20150228/AS

ITEM: BID DOCUMENT FOR HIRING OF SERVICES FOR CATERING, UP-KEEPING AND MAINTENANCE OF BCPL GUEST HOUSE AT BCPL COLONY, SIVASAGAR FOR A PERIOD OF TWO YEARS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 16/02/2016

Date and time for opening of bids: 15.00 hrs (IST) on 16/02/2016

From:

To:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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to:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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From:

To:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-291463609/635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

Section-IIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS**Table of Contents**

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of NIT.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Service Tax is payable extra on submission of proper invoice as per Service Tax Rules. Present Rate of applicable Service Tax is 14.5%.Service tax will be considered for evaluation towards arriving at L1 bidder.

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received

by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

iii) Bidder's general details/information as per format F-1.

iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

v) A Bid Form as per format F-2.

vi) Copies of documents as required in F-3

vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".

viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.

ix) Bid security in accordance with Clause no 5 of NIT& Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.

x) F 10, Declaration.

xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xii) Confirmation of no deviation as per Format F-6.

xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.

xiv) Current commitments strictly as per format F-8.

xv) Agreed Terms & Conditions duly filled-in at F-13.

xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xvii) Organization details:

(a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .

(b) In case Bidder is a partnership firm, certified copy of the partnership deed.

(c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association

xvii) Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

13.4 All duties and taxes excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder. Service tax has to be quoted separately as per Format.

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

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

13.7 Alternative bids shall not be considered.

13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

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

14. Bid Currencies

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

15. Bid Validity

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

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

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

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

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

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

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

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

16.7 The bid security may be forfeited:

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

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at State Bank of India, Dibrugarh. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

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

17. Pre-Bid Meeting

Refer Clause no 5 of NIT --**SECTION IA** of tender document.

18. Format and Signing of Bid

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

All payment would be made by BCPL including refund of EMD submitted in the form of DD. Accordingly, e-payment format for RTGS format needs to be submitted by bidder.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of NIT will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal

notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form .Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties and service tax.

27. Process to be Confidential

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other

persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

(f) is substantially responsive to the requirements of the bidding documents; and

(g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

A material deviation or reservation is one

(a) that affects in any substantial way the scope, quality, or performance of the Works;

(b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

30. Correction of Errors

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

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

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

(d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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

items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

36.1 Subject to Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

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

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

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL'S ACTION.

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

40.1 Within 30 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

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.

A2 "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.

A3 "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 "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/ices.

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.

A.9 "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/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 GAIL/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 GAIL/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 GAIL/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 shall not be considered in ongoing tenders/future tenders.

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

(i)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 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 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. 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.2.4The 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.2.6 The process for putting the agency on suspension list shall be completed within 7 days from

the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

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 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 BCPL or the Ministry of Chemical and Fertilizer 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 date of receipt of banning order.

F.2 Appellate Authority (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL) 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 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.

42 Misc:

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

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

43. Errant Bidder

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

44. PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- i) Issue of Tender Documents 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 price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) 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.
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) 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:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises 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.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- viii) 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.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) 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
- xi) Implementation of above provision is at the discretion of BCPL.

SECTION-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

- 1-1 Bidder Name: _____ (Country Code)
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-4 Operation Address
 if different from above: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-5 Address where order
 Is to be placed/ issued: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-6 Telephone Number: _____
- (Country Code) (Area Code)(Telephone Number)
- 1-7 E-mail address: _____
- 1-8 Website: _____
- 1-9 Fax Number: _____
- 1-10 ISO Certification, if any { If yes, please furnish details}
- 1-11 Bid Currency _____
- 1-12 Place of dispatch _____
- 1-13 Whether Supplier / Manufacturer
 Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914611**

Dear Sir,

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

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

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

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

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

SEAL AND SIGNATURE
DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
 "MAIN FIRE STATION BUILDING" LEPETKATA,
 NH-37, P.O. LEPETKATA, DIBRUGARH,
 ASSAM, PIN – 786 006

Dear Sir (s),

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----200 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

(Signature of Authorized Signatory of Bidder)
Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PREBID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91373291461

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER: _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone no's of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF BIDDER

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

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs-- _____ (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

Bank
By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”, NH-37, P.O. Lepatkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
SENIOR OFFICER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMIN BUILDING”, P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN – 786006
FAX: 0373 – 2914636

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

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

B) Details of Contact person:

(i) Postal Address : _____

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

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

Reasons for non-submission of bid : _____
 Agency's Name : _____
 Signature : _____
 Name : _____
 Designation : _____
 Date : _____
 Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

1. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the

respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. And

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

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.

Clauses confirmed hereunder should not be repeated in the Bid.

SI. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Provide Sales Tax (VAT / CST) Registration number.	
12		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format for all SOR item.	
14		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
15		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work,	

		applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17			
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
22		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-A	NOT APPLICABLE
24		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
25		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
26		SOR has been signed & filled up as quoted exactly in the same format of NIT	
27	a	All items of SOR has been quoted	
	b	Service tax would be payable only after submission of proper cenvatable Invoice. Pl. confirm	
28		Confirmation of compliance for Period of Contract	
29		Confirm submission of Security Deposit @7.5% of Annualized Contract Value	

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

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-. -----
Office St-am-p -----_

ANNEXURE-I

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

SL NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Notary Public the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Proof of annual turnover as per BEC. Duly Certified by Chartered Accountant. Have you enclosed Format-A	NOT APPLICABLE IN THIS TENDER		
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder, the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: I. Copies of partnership deed(in case of partnership/LLP firm) II. Affidavit or self-declaration on letter head (in case of Proprietorship firm) III. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) IV. Certification from competent person on their letter head (in case of PSU/Govt. Department) V. Documentary evidence towards MSME.			

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

SUB:

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” („MSMED”) are applicable to us and our organization falls under the definition of:

- | | | | |
|----|--------------------------|---|--------|
| a. | Micro Enterprise | - | [] |
| b. | Small Enterprise | - | [] |
| c. | Medium Enterprise | - | [] |

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:

Date:

NOTE-

In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in Offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act

NOT APPLICABLE

FORMAT-14

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh-786006

Dear Sir,

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

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

....."name of job/supply) ,
M/s.....(Name of the Bank with address) confirms availability of line of credit to

M/s.....(Name of the bidder) for at least an amount of
Rs.....Lakh.

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

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

**REQUEST FOR RECEIVING E-PAYMENTS FROM BCPL DIRECTLY IN THE BANK
ACCOUNT OF THE VENDOR/CONTRACTOR**

To
Manager (F&A),
Brahmaputra Cracker & Polymers Ltd
Dibrugarh, Assam

**Subject: Consent for receiving payments against contract/supplies executed with BCPL
in Bank Account through NEFT/RTGS mode**

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt. / Ms. _____
(Name of vendor/contractor) have Savings /Current a/c No _____
with _____ (Name of the Bank)
at _____ (Branch Name and Address), whose code no is _____
(Branch Code) and IFSC code is _____ (IFSC Code) to which payments
can be released through NEFT/RTGS by M/s BCPL.

Thanking You,
Yours truly,

(Signature of vendor/contractor)

Name: _____

Address: _____

Encl: Cancelled Cheque

CERTIFICATE FROM BANK

This is to certify that Savings Account No. _____ is maintained by Shri/ Smt./
Ms. _____ (Name of vendor/contractor)
with _____ (Name of the Bank), _____
_____ (Branch Name and Address), _____ (Branch Code), _____
(IFSC Code), to which payments can be Released through NEFT/RTGS by M/s BCPL

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory

SECTION III

SPECIAL CONDITIONS OF CONTRACT **[SCC]**

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

NAME OF WORK: HIRING OF CATERING AND CARETAKING, UPKEEP AND MAINTENANCE CONTRACT SERVICES FOR BCPL GUEST HOUSE AT BCPL COLONY, SIVASAGAR FOR A PERIOD OF TWO YEARS.

TENDER NO: BCPL/DIB/C&P/SER/20150228/AS

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL Guest House at BCPL Colony, Sivasagar

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract Part-B.

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

As per SCC Part-B

6.0 EARNEST MONEY (If any):

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of **M/s. Brahmaputra Cracker & Polymer Limited, payable at DIBRUGARH, ASSAM**.

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax

department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

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

8.0 SERVICE TAX:

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within 30 (Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION: NOT APPLICABLE

11.0 MEASUREMENT OF WORK:

- 11.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 11.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

12.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per Special Conditions of Contract of Part-B

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - B) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

16.0 MISCELLANEOUS:

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

17.0 SUBMISSION OF TENDER DOCUMENTS:

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

18.00 SCHEDULE OF RATES:

- 18.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of ₹. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

- 22.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 22.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 22.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 NUISANCE:

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

25.00 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

26.00 CARE OF WORKS:

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

27.0 DEFENCE OF SUITS:

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

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.

The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

- 28.2 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 28.3 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 28.4 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 28.5 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.
- 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
- 28.7 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 28.8 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 28.9 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 28.10 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 28.11 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, 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 center / state / local statutory authorities.
- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.

- 28.14 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 28.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

29 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

30 ARBITRATION CLAUSE:

- 30.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 30.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 30.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 30.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 30.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

31 JURISDICTION:

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

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

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

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

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

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

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

33.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

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

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

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

34.0 SUB LETTING OF WORK:

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

35.00 AFFIDAVIT:

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

36.0 PF REGISTRATION (if applicable):

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

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

38.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

39.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs 5,000.00 per occasion.

39.2 Violation as above resulting in:

39.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of Rupees 2,00,000.00) per injury in addition to Rupees 5,000.00 as in para 40.1.

39.4 Fatal accident, a penalty of 1% of the contract value (maximum of Rupees 10,00,000.00) per fatality in addition to Rupees 5,000.00 as in para 40.1.

40.0 PRICE REDUCTION SCHEDULE:AS PER GCC CLAUSE NO-27

HIRING OF CATERING AND CARETAKING, UPKEEP AND MAINTENANCE CONTRACT
SERVICES FOR BCPL GUEST HOUSE AT BCPL COLONY, SIVASAGAR FOR A PERIOD
OF 02 YEARS

SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL INFORMATION

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

2. CONTRACT VALUE

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

3. DURATION OF CONTRACT / CONTRACT PERIOD

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

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

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

4. SCHEDULE OF RATES [SOR]

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

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

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

5. VALIDITY OF QUOTED RATES

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

6. TAXES AND DUTIES

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

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

7. TERMS OF PAYMENT

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

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

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

8. SUPPLY OF MATERIAL

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

8.2. All materials to be provided by the Contractor shall be 'ISI-marked'/'AG mark' or in conformity with the specifications/makes keeping in view of good quality/standard (As per **SOR**

attached separately). A broad list of items is given in '**Annexure-B**' to this 'Section-IV' which Contractor may be requiring under the Contract. The list is indicative only and by no means exhaustive. The Contractor shall also supply material, with no extra cost [to BCPL], which is not indicated but may be required during the work.

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

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

9. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

9.4. The Contractor shall submit **a list of his proposed employees after award of Contract along with details of qualifications and experience**. Qualification of the personnel engaged to provide the services in the Guesthouse is specified in the **Annexure-E** and it shall be to the full satisfaction of "EIC". It shall be the responsibility of the Contractor to provide **Police Verification** documents of these proposed workers to the "EIC" before their deployment under this Contract. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's employees. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.27 The Contractor would also have to give one **[01] months' notice in writing for termination of the Contract.** Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of

'two [02] years' of the Contract. **The Contractor shall submit an inventory list of all the items present along with the monthly bill.** The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings, furniture, TV's, utensils/utilities and all other items and equipments, etc. on the last day of the Contract with matching the list of items provide by BCPL at the start of the contract.

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

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

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

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

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

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

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

9.35 BCPL will covenant with the Contractor as follows:

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

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

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

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

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

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

10. COMPOSITE HYGIENE SCORE

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

11. SPECIAL INSTRUCTIONS TO THE CONTRACTOR

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

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

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

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

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

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

12. PENALTY

Penalty shall be as per following:

SN.	VIOLATIONS	PENALTY (RS.)
1	Up-keeping is not found satisfactory, till the services are found to be satisfactory. Decision of penalty is at complete discretion of "EIC".	1,500/-
2	Contractor procures materials, which is of substandard and not approved by the "EIC" / occasion.	1,500/-
3	On running meals (breakfast, lunch, dinner, tea, etc.,) if any shortfall w.r.t. quality or quantity is found, / such instance per item shall be imposed on the Contractor.	1,500/-
4	If any of the personnel are found without proper uniform or uniform found poorly maintained/ per person/ per day.	800/-
5	Delay in rendering services beyond reasonable period (15 minutes, subject to a maximum of 10% of the monthly service charges, shall be levied on the Contractor's monthly bill.	500/- per occasion
7	In the event of unsatisfactory service or supply of poor/substandard quality/quantity of food.	1,000/- per Lapse
8.	In case the successful bidder/ Contractor is not able to mobilize within the time specified above, (to the successful bidder/ Contractor).	500/-per day
9.	In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score'], a penalty of for that month will be imposed on the Contractor.	2,000/- Per month
10	Contractor fails to supply mouth-freshener or not re-filled the bowl in any of the program,	200/- per instance
11.	In case amount collected from guests towards room-rent is not deposited within 7 th of the next month	2,000/- per week
12.	Non Information of appliance not working to EIL/HR Representative	200/- per instance.
13	Absence from Duty without prior authorization by EIC/HR Representative/instance/person.	1, 000/- per instance per person.
14	Unauthorized use of Extv, Room by Guest House personnel/instance	2,000/- per instance
15	Non Cleaning of Toilets/Wash Rooms/ Urinals/Commodes/Wall & Floor Tiles/instance.	500/- per instance
16.	Non cleaning of Conference Room/Podium/Conference Table./Table mike/day	1,000/- per instance
17.	Non Cleaning of venetian blinds/ window/instance	500/- per instance

18.	Non Cleaning of Gas Oven/Tava/Microwave oven/Mini Fridge// Other refrigerator	500/- per instance
19.	Poor Upkeep of Kitchen/Kitchen Stores/Other stores/ instance	500/- per instance
20.	Poor Up keep of Fine Dining/ Gym Room/instance	500/- per instance
21.	Non Keeping of all prescribed toiletries in VIP &Extv. Room	1,000/- per instance
22.	Non Keeping of all prescribed toiletries in Extv. Room	500/- per instance
23.	Non Lifting of all types of garbage (de-gradable /non degradable/ food waste/ Glass waste etc	500/- per instance
24.	Poor Upkeep of Utensil washing area/ instance	1,000/- per instance
25.	Non Cleaning of Bain marry, support food counters etc.	500/- per instance

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

13. OBLIGATIONS OF BCPL

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

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

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

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

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

13.6 That the premises shall be in possession of BCPL and the Contractor is only permitted to enter the premises to carry out the contractual obligations. Whenever the Contract is terminated, or the Contract comes to an end, or BCPL decides that the Contractor should not be allowed to continue in the premises of any facility, etc., the Contractor shall leave BCPL -premises as well as

any other premises. The Contractor is only permitted to make use of BCPL -premises and the Contractor is to prepare & supply articles/items and provide upkeep & maintenance services as per the terms of this Contract.

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

14. TAX LIABILITIES

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

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

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

15. ENGINEER-IN-CHARGE [EIC]

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

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

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

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

16. ADHERENCE TO SAFETY REGULATIONS

16.1. All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety

precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace is strictly prohibited.

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

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

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

17. NUISANCE

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

18. TERMINATION OF CONTRACT

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

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

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

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

SCOPE OF WORK/SERVICES:

The party shall provide Catering, Housekeeping and Maintenance services in BCPL, Guest House building BCPL Township, Laxmi Nagar, Sivasagar on regular basis.

- 1.** The Guest House(GH) at BCPL Township, Laxmi Nagar, Sivasagar mainly consists of TWO (02) VIP suite (attached toilet, Double Occupancy) & TWO (02) Standard Rooms (with attached toilet, Double Occupancy), TWO (02) Sports Rooms, Dining Hall with attached Kitchen, 02 common toilets, 02 Store Rooms, 01 Rest Room, Common Area, Staircase, Terrace etc. i.e. entire Guest House premises.
- 2.** Maintenance and up-keep of the vacant GH (minimum requirement) to keep it clean by sweeping swabbing and upkeep of the aforesaid common areas of BCPL Guest House is one of the important activity of this contract.
- 3.** Regular maintenance and cleaning of area meeting the prescribed Hygiene standards by using proper material, tools/tackles & equipment's is in the scope of this contract.
- 4.** Special Events' Arrangements: There may be special arrangements organized besides regular activities in which the contractor may be asked to provide the services. For such arrangements if any of food menu is different or in addition, the rates shall be mutually decided prior to the event takes place.
- 5.** Proper regular care for the safe maintenance of fittings, fixtures, T.V. equipment and furniture will be the sole responsibility of the contractor. Any damage and or loss caused to the above either by the contractor himself or by any of his employees shall be made good by the contractor at his own cost immediately.
- 6.** Sufficient stock of items such as consumable raw materials, packed and bottled items shall always be maintained so as to meet normal requirement and any immediate needs of Guests / BCPL employees. The contractor shall not be permitted to stop supply of any item for any reason whatsoever.
- 7.** Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc. to be served to the Guests / BCPL employees shall be fresh and of good quality and manufactured by well-known manufactures. Lists of few branded items have been mentioned at Annexure "B".
- 8.** The contractor shall ensure that beverages and eatables prepared are not sub-standard. BCPL reserves the right to reduce the prices or refuse the payment of such items already served/supplied.
- 9.** The used cups, saucers, tea pots, utensils are washed with good quality utensils cleaning powders. Used utensils / bowls are to be additionally washed in hot water.
- 10.** Tea leaves, leftover food will be collected in proper refuse bins and disposed of immediately.
- 11.** The contractor shall exclusively manage catering arrangements like supply of tea / snacks, meals etc. as and when demanded on the specified rates fixed by the BCPL.

12. The contractor shall directly collect money against bills raised for the amount due to him from employees/guests for supply of food stuff and BCPL shall not be responsible for any amounts / due of the contractor arising out of supply of foodstuffs supplied by him to any employee/guests.

13. The contractor shall maintain the premises in proper; and hygienic condition as per the satisfaction of BCPL's representatives.

14. Catering :

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

15. HOUSEKEEPING:

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

16. DISPOSAL OF GARBAGE:

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

17. FOOD MENU:

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

- i. The items required to be supplied by the Contractor are attached to these tender in Annexure-A (Fixed rate items). The Contractor shall neither keep nor allow consumption of alcohol in the service area within the premises of the Guest House. In the event of any dispute regarding quality, quantity of tea, coffee, snacks, meals etc. the decision of the EIC shall be final and binding on the Contractor. The Contractor shall ensure that all eatables, tea, coffee, including raw materials etc. are of good and standard quality as per specified brands and preserve and supply in sufficient quantity. No left over of cooked vegetable, meals or wet snacks shall be served next day and the Contractor shall dispose of the same at his option and cost. For raw material, preserved foods / snacks & drinks special attention to be given on date of expiry & the expired item should be dumped immediately to avoid usage.
- ii. In case of any violation of "Food Adulteration Act" the Contractor shall be held liable and he shall also furnish a declaration / undertaking to Appropriate Authority. The Contractor shall comply with the Municipal and other regulation, rules and by- laws relating to preparation and sale of cooked food stuffs and obtain at his own cost the necessary License / Permit etc. in his own name. BCPL (India) Ltd. will not be responsible for any lapse on this account.
- iii. Contractor shall ensure that manager, cook and service staff employed by him are trained and experienced in carrying out the services in hygienic and presentable manner.
- iv. The contractor shall ensure that he will keep a Suggestion/Complaint Register at a prominent place at BCPL Guest House, Sivasagar, Assam. The register shall be reviewed by the EIC on a monthly basis. In case of recurrence of complaints regarding quality and service, the contractor shall be liable to be penalized as per the provisions of contract and as decided by the EIC.
- v. The Contractor shall ensure that all service boys/persons engaged in cooking and serving of Tea/Snacks/Lunch/Dinner etc. and other eatables, are provided with proper food handling gloves and should turn out in clean clothes/uniform.
- vi. The contractor shall be required to fix and display the menu for breakfast, lunch and dinner consultation with the EIC. The menu will be fixed and displayed once for every week and any deviation in the same shall be permitted with prior consultation of EIC.
- vii. Contractor shall ensure that tea/coffee in the Guest House is served only in good quality cups, which shall be able to withstand the temperature of tea/coffee served and shall not collapse/buckle while serving.

- viii. The eatables served by the contractor to the Guests / BCPL employees shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies. Dishes containing such things shall be rejected.
- ix. Non-vegetarian dishes shall be made of fresh and good quality mutton, chicken or fish etc. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces will be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
- x. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The contractor shall be responsible for their hygienic fitness. Milk and milk product such as curd, yoghurt shall be of good standard and should be prepared and served fresh.
- xi. The contractor shall ensure that beverages and eatables prepared in the Guest House are not sub-standard. BCPL reserves the right to refuse the payment of such items already served/supplied.
- xii. Raw materials like tea, coffee, masalas, ghee, refined oils (loose oil shall not be used) and eatables like bread, butter jam etc. to be served to the Guests / BCPL employees shall be fresh and of good quality and manufactured by well-known manufactures. An illustrative list of brand of such items to be used/served for Guest House services is attached in ANNEXURE-G.
- xiii. If any of the above mentioned items are found to be of substandard quality the same shall be rejected outrightly. If authorized representative of BCPL found such adulterated/ rotten or poor quality raw material or items cooked out of such items, has right to destroy such items on the spot without any compensation to the contractor, whatsoever.
- xiv. BCPL shall not be responsible for any amounts / due of the contractor arising out of supply of foodstuffs supplied by him to any person / individuals unless order has been placed officially.
- xv. Proper maintenance & washing of Guest House, Utensils, Equipment, and other appliances etc. in well hygienic manner will be the responsibility of the contractor. Any damage and / or loss caused to the all items either by the contractor himself or by any of his employee shall be made good by the contractor at his own cost immediately.
- xvi. The contractor would be required to serve for any function in the Guest House or other location for which he may be required to have heating arrangements like candle burners/gas burners, table ware and thermo ware etc. at no extra cost to BCPL (India) Limited.
- xvii. Regular maintenance and cleaning of Guest House and surroundings by using proper tools, equipment and cleaning materials shall be done by the Contractor.
- xviii. It shall be the responsibility of the contractor to dispose-off garbage in his own expense at least twice in a day in a designated place or as per instruction of EIC. The contractor shall ensure that garbage should never be kept overnight in the Guest House premises.
- xix. Furniture, fixtures, kitchen equipment, exhaust fans, TVs, Fittings etc. shall be kept in clean and tidy condition such that no scratches or damage occurs to these items.

- xx. The contractor shall keep sufficient stock of cup-saucer, glass, spoon, casserole, tea containers, and other small utensils from his expenses as an alternative arrangement in case of need or the same required in large numbers during the functions / events.
- xxi. All equipment and items handed over to the contractor shall remain at the risk and in the sole charge of the contractor. The contractor shall be responsible for any loss or damage thereto, arising from any cause other than the accepted risks and shall deliver in its proper condition at the time of expiry of the agreement / Contract. An inventory of these items will be made out and signed by the contractor and BCPL's representative.
- xxii. In Guest House, BCPL will not provide any piped gas / LPG Cylinder but provides only GAS stove. The contractor shall make his own arrangements for Gas in the Guest House.
- xxiii. The contractor shall attend the meeting of EIC as and when called for and also implement the decision of EIC for the betterment of Guest House services.
- xxiv. The contractor shall perform all work/activity relating to Guest House services as per standard operating procedure to be provided by the Management.

18. UPKEEPING SERVICES AT GUEST HOUSE:

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

- i. The company provides adequate number of Towels, Bed Sheets, Pillow Covers and Window Curtains to the caretaker / contractor of Guest House at the beginning of the contract along with a list of such items. The same items need to be returned by the contractor at end of the contract with applicable wear & tear of items. The Contractor shall replace the towels/ bed sheets / pillow covers in all rooms including dining area on daily basis. Hence, the contractor has to borne the laundry charges for various items like towels/ bed sheets / pillow covers / window curtains etc. The Contractor shall keep 01 fully automatic Washing Machine (capacity at least 6 Kgs/or more) in the guest house for regular washing of linens/towels/curtains etc. In case of laundry services for the guests will be borne by the guests as per the bill given by the Contractor.
- ii. The contractor shall provide 01 no reputed brand small soap of 15 grams for washing, 01 no reputed brand soap of 30 grams for Bathing, One Shampoo Pouch of reputed brand per day per Guest and One mosquito killer liquid to each room in the Guest House at the time of Guest Check-in into the room. In addition to this, the contractor shall also provide dental & shaving kit for only TWO (02) VIP Room and TWO (02) Standard Rooms at Guest House at the time of Guest Check-in. The dental kit should consist of reputed brand / make of Tooth Brush, Tooth Paste, etc. The Shaving kit should consist of reputed brand / make of Ready Shaver (Use & Through), Shaving Gel, After Shave Lotion etc. The specific Brands / Make of such items are as per the ANNEXURE-D.

- iii. The Contractor shall also provide adequate number & quantity of liquid soaps / soaps at the washbasin of dining area at the Guest House.
- iv. The Caretaker should verify the Identity Card of each Guest at the time of Guest Check-In and enter the details with signature of the guest(s) in the Register & keep a copy of ID proof for Records.
- v. The Stay/Food bill shall be raised by the Contractor and payment from the guest for meals/ breakfast/snacks will be collected directly by the contractor/his representative except for company guests, for who bills to be raised BCPL for payment.
- vi. The room(s) shall be allotted as per the instructions of the EIC of the Contract. The Contractor has no discretion for the allotment of the room(s). The Company has fixed the nominal Tariff charges for the rooms in the Guest House. The Contractor has to collect these nominal charges from the Guests. The Contractor shall also deposit the total amount of nominal Tariff charges on monthly basis to the Company along with monthly bills. If the contractor fails to deposit the nominal Tariff charges collected from the Guests then the same amount will be recovered from the contractor's monthly bills. The EIC/Authorized representative of BCPL will periodically check the Guest Register. For any deviation or for anything, the decision of EIC is final and binding by both the parties.
- vii. The Contractor shall at any time keep minimum number of Upkeep material in stock at Guest House as per the ANNEXURE- G.
- viii. Readiness of rooms for Guests:
 - a) The contractor shall be responsible to keep room/s ready in all respect within 01 hour of the vacation of the room/s by the guests.
 - b) The contractor shall ensure that linen of rooms during the stay of guests is changed on every day.
 - c) The contractor shall be responsible to replace linen of rooms in case the room remains vacant for more than 03 days.
 - d) The contractor will also ensure that linen is changed as & when requested by the guest(s).

19. PERIOD OF CONTRACT:

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

20. SCHEDULE OF RATES:

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

21. SERVICE TIMINGS: GUEST HOUSE

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

Breakfast – From 7 AM to 10 AM
Lunch - From 1 PM to 3 PM
Dinner - From 8 PM to 10.00 PM

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

22. RATES OF ITEMS:

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

23. RAW MATERIAL & STOCKS:

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

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

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

24. ACCOMMODATION & TRANSPORT ARRANGEMENT:

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

25. MODE OF OPERATION:

- i. 15.1 The contractor will prepare Breakfast, Lunch and Dinner in adequate quantity and serve in the Guest House against the payment of approved charges during the specified timings for guests/employees.
- ii. 15.2 Adequate quantity of branded packed snacks, biscuits, beverages including tea & coffee powder are to be kept in the Guest House in order to ensure their availability on round the clock basis/ working hours as the case may be. Contractor has to ensure that no branded packed snacks, beverages, biscuits etc. are kept/ served beyond their expiry period.

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

- i. Based on previous experience of running the Guest House, the approximate no. of contractor manpower is proposed to be 07 as per the details mentioned below.
 - a) Managerial Service(Skilled) 01 quantity
 - b) Cooking Service (Skilled) 01 quantity
 - c) Asstt. Cooking Service(Semi skilled) 01 quantity
 - d) Helping Service (Unskilled) 04 quantity

The Contractor shall be fully responsible for maintaining discipline, peace, good behavior, dealing and appearance of his employees. The Contractor and his staff shall abide and comply with all Rules and Regulations of the Company and Government of India with regard to safety, security,

discipline, health and satisfaction. The Contractor shall arrange and replace his employees if his conduct is not found satisfactory.

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

- iv. The bills for the contract rendered by the contractor are payable after submission of monthly bills in duplicate completed in all respect. Every effort will be made to release the payment within 15 days from the date of receipt of bill subject to submission of proof of deposition to employees' account as well as employer's PF contribution as per statutory norms.
- v. 16.05 The contractor shall make necessary arrangement for collection of charges served to the employees. BCPL shall have no liability, whatsoever, against the charges for the items served to the employees in their individual capacity. He has also to make necessary arrangements for issue of Bill/Cash Receipt on demand by the individual for the items served to them.
- vi. 16.06 Payment for the items served in the official meetings, seminar, training conferences, parties etc. will be made on submission of its bill in duplicate on the applicable rates duly verified by the officer concerned ordering the same who shall be responsible for making payment to the contractor within 15 days from the date of receipt of bill.

28. SUBLETTING

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

29. MOBILIZATION

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

30. HYGIENE

- i. The contractor has to maintain kitchen, store, dining hall, washing line etc., equipment, utensils and appliances provided by the company including raw materials and finished items in well hygienic manner. To ensure proper health and cleanliness of the service providers including their dresses will be responsibility of the contractor. He may be required to obtain Medical Health Check-up Certificate in respect of service providers from the Medical Officer of the company from time to time. The ENGINEER-IN-CHARGE shall have power to verify the same and ask for removal of any of afore-mentioned items, in case the same is not found in order.

- ii. To assess the quality of the hygiene maintained by the contractor, composite hygiene indicator has been prepared on the basis of which monthly assessment is to be made by a Management/EIC for the purpose. A specimen copy of the indicator is available at Annexure-F. A minimum overall score of 96% i.e. 38.4 out of 40 points is to be achieved. In case of any shortfall suitable deduction will be made from the service charges payable to the contractor for which decision of the EIC shall be final and binding on the contractor. The penalty for such shortfall in minimum overall score of 96% may be a minimum deduction of 02 (two) per cent of service charge payable to the contractor in the particular month.

**FIXED RATES FOR VARIOUS ITEMS TO BE SERVED IN THE GUEST HOUSE OF BCPL
TOWNSHIP, SIVASAGAR, ASSAM**

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

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

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

	gms)			
	b. Mutton Curry (100 gms)		50.00	
	c. Meals with Egg Curry (02Pcs)		55.00	
	d. Meals with Chicken / Fish Curry		70.00	
9	Branded cold drinks/ Mineral Water/ Packed sweet/ namkeen/ Bhujia/ chips/ Ice cream etc. Cold drink/ Juice of Frooti/ Real/ Tropicana/ Coke/ Pepsi to be used. Packaged water of Bisleri/ Aquafina/ Oxyrich to be used. Ice creams of Vadilal/ Amul/ Mother Dairy/ Kwality Walls to be used. Packaged snacks of Haldiram/ Bikaji/ Lays/ Uncle chips to be used.		As per Market Rate plus 10% Margin on base rate	

**FIXED RATES FOR VARIOUS BELOW MENTIONED COMBO ITMES TO BE SERVED IN THE
GUEST HOUSE OF BCPL, TOWNSHIP, SIVASAGAR, LAKWA**

Sl. #	Particulars	Unit Weight / Measure ment	Fixed Rates including all Taxes & Duties in (Rs)
1.	WORKING LUNCH BUFFET TYPE (VEG) CONSIST OF FOLLOWING: 1. Vegetable Soup 2. Paratha / Plain Roti 3. Pulao / Plain Rice 4. Dal Fried / Plain Dal 5. Vegetables (2 Nos.) - One Dry & One Gravy Vegetable 6. Curd 7. Papad 8. Pickle 9. Green Salad (Seasonal) 10. Sweet Dish - Ice-Cream or Custard to be provided Per Head a. Knorr/Maggi Brand to be used b. Basmati Rice to be used (Lalkilla/ Dawat) c. Ice Cream - Amul/ Havmore/ Vadilal Brand Ice-cream		150.00
2.	WORKING LUNCH BUFFET TYPE (NON-VEG) CONSIST OF FOLLOWING: 1. Vegetable Soup 2. Paratha / Plain Roti 3. Pulao / Plain Rice 4. Dal Fried / Plain Dal 5. Vegetables - One Dry & One Wet Vegetable 6. 1 Non-Veg item 7. Curd 8. Papad 9. Pickle 10. Green Salad (Seasonal) 11. Sweet Dish - Ice-Cream or Custard Per Head a. Knorr/Maggi Brand to be used b. Basmati Rice to be used (Lalkilla/ Dawat) c. Ice Cream - Amul Brand		200.00
3	<u>HIGH TEA (simple) CONSISTS OF:-</u> 1. Tea - Green Label/ Coffee - Nescafe/ canned/ Fruit Juice/ Cold Drink - any brand or choice with multiple serving. 2. Biscuits - coffee magic /red current/ cashew nut /Bakery Biscuit /sugar walnut cookies - minimum two nos. 3. Mini cupcakes/ pastry /fruit tartlets / samosa/ veg. chop/ patties - one number 4. Potato chips / wafers - approx. 15 gms. 5. one sweet -any dry sweet		70.00

The above prices shall be including all taxes and duties.

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

UNIFORM TO BE SUPPLIED BY THE CONTRACTOR

S.#	Description	Qty (Nos)
1	Full Sweater – 01 No. each	07
2	Full Trouser – 01 Pair each	07
3	Full Shirt – 01 Pair each	07
4	Shoes – 01 Pair each	07
5	Socks – 02 Pair each	14

PARTICULARS OF SERVICE POINTS

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

Materials to be supplied by Contractor for Guest House

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

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

TOILETRIES		
a.	Vim/Pril or any reputed brand	10 Kg
b.	Liquid Soap – Dettol/Lifebuoy	10 Bottles of 250 ml
c.	Pixol Urinal Cakes or its equivalent	02 Doz
d.	Air Purifiers/Freshener of approved brand	05 Bottle
e.	Toilet Paper of approved brand	01 Doz
f.	Detergent Powder – Surf/ Arial	05 Packets
g.	Harpik or of approved brand	10 Bottles of 250 ml
h.	Naphthalene Balls of approved brand	As per requirement
i.	Paper Napkins of approved	As per requirement
TOILETRIES TO BE SUPPLIED TO THE GUESTS AT THE TIME OF CHECK-IN		
j.	Shampoo Sachets – Dove/Clinic/Heads & Shoulder/Pantene/ or equivalent	As per requirement
	Bathing Soap – Lux/Dove/Medimix /any reputed brand	12 Nos.
	Tooth Brush – Colgate/Pepsodent/Close Up	08 Nos.
	Tooth Paste – Colgate/Pepsodent/Close Up	08 Nos.
	Razor – Gillette / 7 O’Clock	08 Nos.
	Shaving Gel – Gillette / Palmolive/any reputed brand	08 Nos.
FLOORS		
a.	Phenyl – Domex or of approved brand	05 Ltr
b.	Lyzol	05 Bottles of 250 ml
GLASS / WINDOW PANES		
a.	Thinner for removing paint stains	01 Ltr
BRASS FITTINGS		
a.	Brasso / Pitambari	01 Bottle
ROOM FRESHNER		
a.	Premium or of approved Brand	05 Bottles
CLEANING CLOTH		
a.	Yellow Duster	As per requirement
b.	Floor Duster	As per requirement

c.	Cotton Duster	As per requirement
CLEANING EQUIPMENT		
1)	Electrical Equipment's	
	Vacuum Cleaner	01 No.
2)	Containers	
	a. Buckets Plastic	01 No.
	b. Mugs Plastic	01 No.
	c. Dust Pans Plastic	01 No.
	d. Wooden Box for storing cleaning material	As per requirement
3)	BRUSHES	
	a. Toilet Brushes	06 Nos.
	b. Sink Brushes	06 Nos.
	c. Scrubbing Brushes	02 Nos
	d. Tapestry Brushes	02 Nos.
	e. Soft Hand Brush	01 No.
	f. Wall Brush with Handle	01 No.
4)	BROOMS	
	a. Soft Brooms	05 Nos.
	b. Hard Brooms	05 Nos.
	c. Yard Brooms	02 Nos.
	d. Squeeze Broom	01 No.
	e. Cotton Mop with handle	02 Nos.
5)	SUNDRY EQUIPMENTS	
	a. Step Ladder – 8 Ft.	01 No.
	b. Stool Steps	01 No.
6)	ADDITIONAL ITEMS	
	a. Hand Gloves	As per requirement
	b. Garbage Bags	As per requirement
	c. Insecticides – Baygone/Hit	As per requirement
	d. Glass cleaning spray – Colin	As per requirement

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

Materials to be supplied by the BCPL for Guest House

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

DAILY AND PERIODICAL HOUSEKEEPING SCHEDULE IN BCPL GUEST HOUSE BUILDING

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

COMPOSITE HYGIENE SCORE, BCPL LAKWA

Guidelines for audit:

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

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

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

B) Food Preparation.

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

C) Food Safety:

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

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

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

E) Equipment's:

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

F) Food Handler's Health

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

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

G) Food consumption

1. FIFO principle applied Yes/No

H) Area Hygiene-(eating place)

1. Floors are hygienically clean Yes/No

2. Walls are dust/damp free Yes/No

3. Windows are provided in the kitchen Yes/No

4. Furniture is regularly cleaned Yes/No

5. Washing area provides hygienic environment Yes/No

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

7. Monthly bacteriological testing and culture Yes/No

Sensitivity of the kitchen and service area.

I) Preparation / Dish

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

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

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

4. Exhaust system is working Yes/No

5. Garbage disposal is done regularly Yes/No

6. Drainage system is functioning Yes/No

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

Signature

(Sr. Medical Officer)

COMPOSITE HYGIENE SCORE (CHS) STATEMENT

NAME OF THE WORK STATION:

Month No. of persons

Catered to

Date of

surveillance

CH Score

achieved

Corrective

Steps if any

(Signature of Medical Officer / AMA)

(Signature of HR In-charge)

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

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

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

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

Minimum stock

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

SECTION IV

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATELY)

SECTION V

SCHEDULE OF RATES

(ATTACHED SEPARATELY)