



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड

(भारत सरकार का उपक्रम)

प्रशासनिक भवन, पो.ओ. लेपेटकटा

जिला : डिब्रूगढ़, असम

पिन कोड -786006

दूरभाष : 0373 2914636

Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

ADMINISTRATIVE BUILDING, PO: LEPETKATA

DISTT.: DIBRUGARH, ASSAM

PIN CODE:786006

PHONE NO. 0373 2914636

e -TENDER NO: BCPL/C&P/LE19W049MK/01092
dated 04.07.2019

(Tender to be submitted in e-mode only)

TENDER DOCUMENT FOR

**HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE
SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR
PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A
PERIOD OF 02 YEARS**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	25.07.2019 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	26.07.2019 at 15:00 Hrs
Pre Bid meeting Date & Time	:	11.07.2019 at 15:00 Hrs
Tender Fee	:	Not Applicable
EMD Amount	:	Rs.6,37,500/-



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



e-TENDER NO: BCPL/C&P/LE19W049MK/01092 FOR “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS”

FAQ

[QUESTIONS AND ANSWERS]

SN.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document (SECTION-III → Annexure – III). No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC EM PART-II. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (ii) There is no exemption in submission of SD (Security Deposit).



SN.	QUESTIONS	ANSWER
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website (NIC e-Portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) **EMD/Bid Security (including MSE Certificate if applicable for exemption)**
- ii) **Power of Attorney (in Non-Judiciary Stamp Paper)**



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भाग– I
SECTION – I

बोली हेतु आमंत्रण) आईएफबी (
INVITATION FOR BIDS (IFB)



INVITATION FOR BID [IFB]

To,

Dt. 04.07.2019

PROSPECTIVE BIDDERS

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS”

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir/Madam,

1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites e-bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract period shall be Two (02) years from the date of LOI/LOA or as mentioned therein and can be extended another six (06) months on same terms & condition (if required).
II	TENDER FEE	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs.6,37,500/-
IV	BID DUE DATE & TIME	:	25.07.2019 upto 14:30 Hrs
V	OPENING OF UNPRICED BID	:	26.07.2019 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Open Domestic Competitive e-Bidding (Under Two BidSystem Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in; http://www.nicportal.gov.in;
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	11.07.2019 at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.



- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents in addition to uploading in the bid on BCPL's e-tendering website (NIC portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
- i) EMD/Bid Security (if applicable)
 - ii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 11.07.2019 at 15:00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Chief Manager (C&P) / Manager (C&P), Phone No. 0265 2914636; Email ID: mkbinjola@bcplindia.co.in

This is not an Order.

For & on behalf of

Brahmaputra Cracker and Polymer limited

[Manish Kumar Binjola]

Manager [C&P]

8811091980

E-mail: mkbinjola@bcplindia.co.in



भाग- II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी (
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1BEC- Technical: (as a single bidder)

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder must have **executed** at least one single order/contract/agreement of “catering/pantry/canteen services in office/Guest House/Training Institute” of any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company/Reputed institution of value not less than **Rs.79.69 lacs** in previous seven (07) years prior to the due date of bid submission.

Note 1:

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

1.1.2 If the bidder is executing a similar service contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above at sl. no. 1.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

1.1.3 Relaxed Norms for Startups (prior experience criteria):

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

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

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise]



as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

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

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURNOVER:

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2018-2019 or 2017-2018 or 2016-17**) shall be **Rs.79.69 lacs**.

Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the 3 preceding financial years **as per BEC clause no. 1.2.1 i.e. FY: 2018-19 or 2017-18 or 2016-17**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to **FY: 2018-19 i.e. FY: 2017-18 or 2016-17 or 2015-16**. Accordingly, Annual Turn-over of the bidder for the **FY: 2017-18 or 2016-17 or 2015-16** shall be considered.

1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2018-19**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2018-19 i.e. FY: 2017-18** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2017-2018** shall be considered.



1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e., FY: 2018-19** shall be **Rs. 15.93 lacs**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2018-19** i.e. **FY: 2017-18** along with un-price bid. Accordingly, working capital of the bidder for the **FY: 2017-2018** shall be considered.

If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit for at least **Rs. 15.93 lacs** as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).

1.2.4 Relaxed Norms for Startups in financial criteria:

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

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

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

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



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document	[All documents to be uploaded(submitted) must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]
1.	1.1.1	Experience against execution & completion of order	a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed as mentioned at BEC clause no. 1.1.1 along with the details of SOR items & scope of work. b) Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point “a)” above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against execution of running Contract	a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl.



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			no. 1.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.
3	1.1.3	Documents against Startup Company	a) Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
4	1.2.1	Annual Turnover	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 1.2.1.
5	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. 1.2.2.



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
6	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. 1.2.3.
7		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for 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 payments 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 document to meet BEC.
- (ii) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such qualifying work [out of total quantity of composite work shall only be considered for the purpose of evaluation.
- (iii) Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.
- (iv) **Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be**



considered in reply to queries (if any) during evaluation of Bids.

(v) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.

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

2.0 Methodology for Evaluation of Bids:

2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".

2.2 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on overall basis shall be considered excluding GST.

2.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

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

2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startups bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.

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

2.6 In case, there is **a tie** at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order shall be placed on the bidder having



*highest working capital in last financial year **duly certified by Chartered accountant.***

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

2.8 **CPBG: The following CPBG clauses, either of two shall be applicable**

2.8.1 *The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.*

OR

2.8.2 *The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.*

2.9 **PPP Policy 2012:**

*Considering the nature of job, **splitting of quantities will not be possible**, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.*

NOTE TO "SECTION II

[FOR STRICT COMPLIANCE]



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

भाग- III
SECTION – III

बोलीदाताओं के लिए निर्देश) आईटीबी (



) बोली-प्रक्रिया डेटा पत्रक) बीडीएस (के साथ पढ़ा जाए)

**INSTRUCTIONS TO BIDDERS (ITB)
(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS))**



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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB] [TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)]

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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



- the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.
- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: *Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.*
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]– NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**



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

4.2. Alternative Bids shall not be considered.

5. COST OF BIDDING & TENDER FEE

5.1. COST OF BIDDING

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

5.2. TENDER FEE- NOT APPLICABLE

5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

6. SITE VISIT

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 the required job. The costs of visiting the site shall be borne by the Bidder.

6.2. The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss



or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 6.3. The Bidder shall not be entitled to hold any claim against BCPL for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

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

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

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

- 7.2. The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1. A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the



BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.

- 8.2. Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1. At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1. **Bids are invited under e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://bcplonline.co.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

The Bid prepared by the Bidder shall comprise the following components in 2 different folders:



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

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

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

PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website (NIC Portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) **EMD/Bid Security (including MSE Certificate if applicable for exemption)**
- ii) **Power of Attorney**



***The Original Bid Security/ EMD, copy of which have been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security& Tender Fee (if any) were earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security & Tender Fee (if any), in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-III for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

11.1.2. FOLDER-II: Price Bid

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



bidder, price of unquoted items shall be considered as included in the quoted bid price.

Note: Provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment



to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

13.0 GST (CGST & SGST/UTGST or IGST)

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

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

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy



of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be



modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC with respect to such payments is not available



to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor / Supplier.

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

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

13.10 Anti-profiteering clause

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

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

- 15.1. Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by



fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY/BID SECURITY: Rs.6,37,500/-

[THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE OR VALID MSE CERTIFICATE (IF APPLICABLE FOR EXEMPTION) SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD OR VALID MSE CERTIFICATE(IF APPLICABLE FOR EXEMPTION) HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICED BID. OTHERWISE THE BID SHALL BE REJECTED]

- 16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**



- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.
- 16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17. PRE-BID MEETING (IF APPLICABLE)**
- 17.1. The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in



"ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

18. FORMAT AND SIGNING OF BID

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

19. ZERO DEVIATION AND REJECTION CRITERIA

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



19.2. **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

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

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

20. E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.
- 21.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. DEADLINE FOR SUBMISSION OF BIDS

- 22.1. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.



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

23. LATE BIDS

- 23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2. In case of e-tendering, e-tendering system of BCPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

Where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

- 23.3. Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

- 24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

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

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

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



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

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

E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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



27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1. The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3. A material deviation, reservation or omission is one that,



-
- (a) If accepted would,
- i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5. If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.
- 30. CORRECTION OF ERRORS**
- 30.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
- 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**
- Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.



32. EVALUATION AND COMPARISON OF BIDS

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

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

34. PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35. AWARD

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

NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT

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

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

36. SIGNING OF AGREEMENT

- 36.1. BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.



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

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.

37.2. **The contract performance security shall be for an amount specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

37.3. 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.

37.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.



38. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

38.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

38.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com / www.bcplonline.com)

38.3. NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

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

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

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In



case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be 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. Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

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

39.2. 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 atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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



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

40. AHR ITEMS

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

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

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

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

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

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

42. INCOME TAX & CORPORATE TAX

- 42.1. Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 42.2. Corporate Tax liability, if any, shall be to the contractor's account.
- 42.3. Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

42.4. MENTIONING OF PAN NO. IN INVOICE/BILL

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



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

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

SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

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

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

- 43.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 43.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 43.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties



and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

- 43.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 43.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 43.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 43.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 43.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

44. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:



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

45. TRANSPARENCY

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

46. SALE OF BID DOCUMENTS

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

47. SUBLETTING & ASSIGNMENT

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

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

48. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR

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



49. CHECK MEASUREMENT

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

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



subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.

- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
50. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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Annexure-I

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

A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - 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 BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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



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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL. The competent authority to approve the suspension will be same as that for according approval for banning.

D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.



D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

E.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 receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

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



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

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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely



attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.



- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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



5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

- 6.3. Effect on other ongoing tendering:

- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a



period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10.0 ERRANT BIDDER

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

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

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



Annexure-I

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:



4	More than 90	VERY GOOD
---	--------------	--------------

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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



Annexure-II

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PERFORMANCE RATING DATA SHEET
(FOR O&M)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

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

Signature of

Authorised Signatory:

Name:



--	--	--

 Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

(Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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



3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.



3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>



4. <http://www.e-mudhra.com>

5. <http://www.nicca.nic.in>

6. www.idrbtca.org.in

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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



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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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



11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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



18. IT Resources:

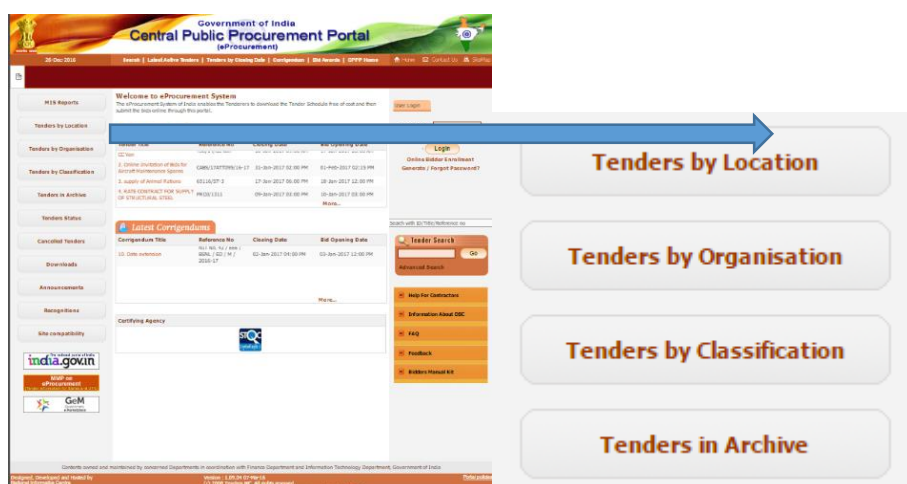
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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



[contd.]



21. Check list / Quick View Summary:

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



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

The screenshot displays the Government of India Central Public Procurement Portal (eProcurement). The header includes the Government of India logo and the portal name. Below the header, there are navigation links for Search, Latest Active Tenders, Tenders by Closing Date, Corrigendum, Bid Awards, and CPFF Home. A sidebar on the left contains links for MIS Reports, Tenders by Location, Tenders by Organisation, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, Recognitions, and Site compatibility. The main content area is divided into two sections: Latest Tenders and Latest Corrigendums. The Latest Tenders section shows a table with columns for Tender Title, Reference No, Closing Date, and Bid Opening Date. The Latest Corrigendums section shows a table with columns for Corrigendum Title, Reference No, Closing Date, and Bid Opening Date. On the right side, there is a User Login section with fields for Login ID and Password, and a Login button. Below the login section, there are links for Online Bidder Enrollment, Generate / Forget Password?, and a Tender Search section with a search bar and a Go button. At the bottom right, there is a vertical menu with links for Help For Contractors, Information About DSC, FAQ, Feedback, and Bidders Manual Kit. A blue arrow points to the Feedback link.

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

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

In FAQ user will get various FAQ related to:

- a) **GENERAL Q&A about e-procurement.**
- b) **On line enrolment Q&A**
- c) **Password related Q&A**
- d) **DSC related Q&A**
- e) **Tender related Q&A**
- f) **Security related Q&A**
- g) **Foreign bidder related Q&A**
- h) **User account related Q&A**

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

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

1 Notice to Bidders

[notice to bidders.pdf](#)



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

HELP DESK (BCPL)

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

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

-----X-----



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE19W049MK/01092				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at _____				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. Manish Kumar Binjola, Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: mkbinjola@bcplindia.co.in ;				



C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u> _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
16	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Brahmaputra Cracker & Polymer Ltd. , payable at _____

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/LE19W049MK/01092
22.3	For submission of EMD only, the Owner's address is : Attention: Mr. Manish Kumar Binjola, Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: mkbinjola@bcplindia.co.in ;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata,



	Distt.DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in ;								
E. EVALUATION, AND COMPARISON OF BIDS									
ITB clause	Description								
32	Evaluation Methodology is mentioned in Annexure-II.								
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES				
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								
F. AWARD OF CONTRACT									
ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: State: Assam								
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in Section –II (ITB) of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO				
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Whether tendered item is non-split able or not-divisible: <table border="1"><tr><td>YES</td><td>☐ YES</td></tr><tr><td>NO</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO	YES	☐ YES	NO	☐ NO
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
YES	☐ YES								
NO	☐ NO								
41	Provision of AHR Item :								



	APPLICABLE	YES
	NOT APPLICABLE	NO
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	NO
	NOT APPLICABLE	YES

=====



फॉर्म और प्रारूप

FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	FORMAT FOR MSEs



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES
AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS
PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS
E-Tender No.: BCPL/C&P/LE19W049MK/01092**

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



11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
22	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
23	Type of Micro/Small Enterprise	General/ SC / ST (Bidder will submit documentary evidence for the same).
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

- 1. Power of Attorney of the signatory to the Bidding Document.**
- Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date' duly signed and stamped by a **Chartered Accountant** with Membership Number
- Document showing Financial Situation Information as sought in enclosed format F-16.
- Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
- Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
- EMD / Bid Bond*
- Power of Attorney*
- Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

**SUB: “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN
CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL,
LEPETKATA FOR A PERIOD OF 02 YEARS”**

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir (s),

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

M/s-----having their Registered/Head
Office at----- (hereinafter called the Tenderer) 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 Tenderer 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 any recourse to the tenderers by Brahmputra Cracker & Polymer
Limited., the amount -----without any
reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding
on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain, valid up to----- .[this date should be
two (02) months beyond the validity of the bid] If any further extension of this guarantee is required the same
shall be extended to such required period on receiving instructions from M/s-----
----- on whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME):

(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS”

E-Tender No.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights



conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____

of the Bank(contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the



supplier / contractor and not withstanding any security or other guarantee that BCPL may have in relation to the supplier's / contractor's liabilities.

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

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf

INSTRUCTIONS FOR FURNISHING

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

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

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Goods & Service Tax	
5.	Confirmation towards acceptance of Anti-profiteering clause : As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.	
6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
7.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
8.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
9.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
10.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
12.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	



Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir,

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

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

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

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

Agency's Name :

Signature :
Name :
Designation :
Date :
Seal/Stamp :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS”

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

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

Place:
Date:

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



CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security/ EMD		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any) (Not Applicable in case of e-bidding)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vii	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid		



7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.a	EMD Value	Rs.6,37,500/-		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG No. _____ dated For Rs. _____ BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
2	NSIC/DIC CERTIFICATE, EM PART-II/UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
4 (i)	Experience against execution of order (As Stipulated in BEC)	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with the details of SOR items & scope of work for the similar nature of works as mentioned at BEC sl.no.1.1.1 above in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end-user/owner/ authorized consultant.	YES	NO



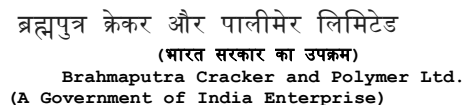
S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
4 (ii)	Experience against execution of running Contract (As Stipulated in BEC)	a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.	YES	NO
A	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5(i)	Financial Documents – Turn Over	Uploaded audited financial statement Balance sheet and Profit & Loss account statement of the preceding three (3) Financial Year(s).	YES	NO
5(ii)	Financial Documents – Net Worth & Working Capital	Uploaded AUDITED Balance Sheet and Profit & Loss Statement meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC.	YES	NO
5(iii)	In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited on the due date of ‘submission of bid/bid closing date’.	Uploaded Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited on the due date of ‘submission of bid/bid closing date’ duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5(i), & 5(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder’s Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder’s bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
6.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO



S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
7.	SOR (BLANK without price) MENTIONING WORD “ QUOTED/NOT QUOTED ” IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	POWER OF ATTORNEY	Power of Attorney in the name of person signing the bid in Non-Judiciary stamp paper.	YES	NO
9.	Other relevant documents	Copy of PAN Card, GST Registration Certificate, etc.	YES	NO
10.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & UPLOADED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

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

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



**[PLEASE READ, SECTION –II OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY
BEC-TECHNICAL]**

NB:

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

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



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

B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value (in Rs.)	
C	3 rd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value(in Rs.)	



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

D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value(in Rs.)	
D5		Period of Contract/ Order	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value(in Rs.)	



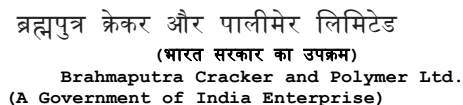
THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2018-2019, 2017-2018 & 2016-2017 meeting the Turn Over, Net Worth & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT SUBMITTED/UPLOADED		WHETHER
			Option	Tick Mark	
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	: Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of three (3) preceding Financial Year(s), i.e. FY: 2018-2019, 2017-2018 & 2016-2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	Yes / No Yes / No Yes / No		



=====



F-15

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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions**

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:



Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. 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 plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender NO.: BCPL/C&P/LE19W049MK/01092

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



F-19

In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, for availing preference admissible in the Public Procurement Policy (PPP), 2012, 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 Enterprises.

b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

vii) 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. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.



The above documents submitted by the bidder shall be duly certified by the 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.

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.

**CA CERTIFICATE FORMAT FOR MSE
TO WHOMSOEVER IT MAY CONCERN**

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006. Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs).

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by 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.



भाग– IV SECTION – IV

संविदा की सामान्य शर्तें) जीसीसी (GENERAL CONDITIONS OF CONTRACT (GCC)



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

NIT/RFQ NUMBER: BCPL/C&P/LE19W049MK/01092

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

([http://www.bcplonline.co.in/content/tender/GCC CONTRACTS.pdf](http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf))

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

तकनीकी विनिर्देश और संविदा की विशेष शर्तें

SPECIAL CONDITIONS OF CONTRACT
[SCC]

&

SCOPE OF WORK



SECTION – V & SECTION – VI

SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT [SCC]

1. GENERAL:

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

2. DEFINITIONS:

- 2.1 The "CONTRACT" means the documents forming tender papers, the offer, the acceptance thereof and formal agreement executed between BCPL & the Contractor(s) together with the connected documents shall be deemed to form contract and shall be complementary to one another.
- 2.2 "BCPL" shall mean Brahmaputra Cracker and Polymer Ltd. having its Registered Office at Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001 and Project Office at Administrative Building, BCPL Project Site, Lepetkata-786006, shall include its successors, heirs, assigns and representatives.



2.3 The "CONTRACTOR(s)" shall mean the individual(s) or the Firm or Company or partnership concern undertaking this contract and shall include its legal representatives, successors, heirs, assigns and representatives. "MONTH" means a calendar month irrespective of number of days, however for part of the month, it will be reckoned of 30 (thirty) days.

2.4 "ENGINEER-IN-CHARGE" means the person designated as such by BCPL or expressly authorized by BCPL to act for and on its behalf, here-in-after called as EIC.

2.5 "SCHEDULE OF RATES (SOR)" means the schedule of rates attached with this tender document.

3. SITE-INFORMATION/SITE-VISIT

3.1 It is understood that before quoting the rates; the bidder has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him in case of award of Contract. Ignorance of this will not be considered after award of work. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered under "Specifications & Scope of Work". BCPL reserves the right to award the work in parts between two or more bidders in case such a division found to be advantageous to BCPL.

3.2 The intending bidder shall be deemed to have gone through the GCC available with Tender Document. Non-familiarity with site condition and unawareness of GCC will not be considered a reason either for extra claim or for not carrying out Works / Services in strict conformity with specifications / requirements or any other terms and conditions of tender.

4. FAILURE IN MOBILIZING RESOURCES:

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

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



- | | | |
|----|---|--|
| 3. | For the third week of delay or part thereof in commencement of any service(s). | the basis of the price(s) thereof as specified in Scope of work thereof.
1 ½% (one and one-half per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work hereof. |
| 4. | For the fourth week of delay or part thereof in commencement of any service(s). | 2% (two per cent) of the annualized price(s) of the relative service(s) which have not been commenced worked out on the basis of the price(s) thereof as specified in Scope of work hereof. |

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

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

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

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

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

9. If the Deficiency with respect to any Service(s) (but not in respect of all the Services), shall continue for such period or in such manner as to cause BCPL to decide (BCPL’s decision in this behalf being



final and binding on the Service Provider), BCPL may, without prejudice to its right to price discount in respect thereof as provided herein above and without prejudice to its right to terminate the Contract hereof, terminate the Service(s) in respect of which the Deficiencies have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof if BCPL has given a written notice to the Service Provider of such deficiency (ies), and the Service Provider has not within 7 (seven) days of receipt of such notice taken steps satisfactory to BCPL to rectify the Deficiency (ies).

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

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

12. VALIDITY OF QUOTED RATES/PRICES:

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

13. CONTRACT VALUE:

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

14. SCHEDULE OF RATES [SOR]

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

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

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

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



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

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

16. **PERSONNEL:**

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

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

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

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

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

17. **TAX LIABILITIES:**

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

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



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

18 TERMS OF PAYMENT/PAYMENT OF SERVICE CHARGES:

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

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

18.5 Payment for the items served in the official meetings, seminar, training conferences, parties, etc. will be made on submission of its bill in duplicate on the applicable rates, duly verified by the officer concerned ordering the same, who shall be responsible for making payment to the contractor within 15 (fifteen) days from the date of receipt of bill.

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

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

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

19. PENALTY:

Penalty shall be imposed as per the following:

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



19.4.	On running meals during breakfast, lunch, dinner, tea, etc., if any shortfall w.r.t. quality or quantity is found.	Rs 1,000/- per such instance per item.
19.5.	If any of the staff are found without proper uniform or uniform found poorly maintained.	Rs. 200/- per day per person.
19.6.	For delay in rendering services beyond reasonable period on any occasion.	Rs. 1,000/- per day.
19.7	In the event of unsatisfactory service or supply of poor/substandard quality/quantity of food.	Rs. 2,000/- per such instance per item.
19.8	In case, the percentage of 'Composite Hygiene Score' is achieved less than 96% [minimum acceptable 'Hygiene Score']	Rs. 2,000/- per occasion.
19.9	In case peace/decorum is disturbed due to any lapse on the part of the contractor.	Rs. 1,000/- per occasion.
19.10	In case Contractor fails to supply mouth-freshener or not re-filled the bowl in any of the programme.	Rs 100/- per participant of that programme.
19.11	In case any foreign materials/ particles found in food.	Rs 5,000/- per such instance per item.
19.12	In case, any other lapse is found by "EIC" or his authorized representative of BCPL which has not been specified in the above list and is considered as gross misconduct on the part of Contractor/his personnel	Rs 3,000/-

20. SUPPLY OF MATERIAL:

- 20.1 The Contractor shall, at his own expense provide material required to complete the work covered under the scope of the Contract.
- 20.2 All materials to be provided by the Contractor shall be 'ISI-marked'/'AGMARK/FSSAI' or in conformity with the specifications/makes keeping in view of good quality/standard. A broad list of items is given in '**Appendix-10 to Annexure-B**' which Contractor may be requiring under the Contract. The list is indicative only and by no means exhaustive. The Contractor shall also supply material, with no extra cost [to BCPL], which is not indicated but may be required during the work.
- 20.3 The Contractor, at his own expense and without delay, shall forthwith arrange to submit the fresh samples complying with the specifications laid down in the Contract to the "EIC" every quarter for approval. The "EIC" shall intimate to the Contractor in writing, whether samples are approved within 'seven [07] days' of submission of samples.
- 20.4 The "EIC" shall have full powers to reject any or all the materials brought to site by the Contractor which are not in accordance with the Contract-specifications or do not conform in character or quality to samples approved by other means.
- 20.5 The Contractor, at his own expense shall provide hand gloves, disposable plate and spoon for distribution of breakfast and snacks at the plant sites.



21. ENGINEER-IN-CHARGE [EIC]:

- 21.1 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not confirm to the specifications.
- 21.2 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.
- 21.3 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

22. GATE/ ENTRY PASS OR AUTHORISATION:

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

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

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

Sl.No.	Wage components	Rates
1.	Minimum wage	Minimum wages as notified from time to time by the Central Government or State Government, whichever is higher.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13% of minimum wages. The PF is reimbursable on submission of proof/document.
3.	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	4.75% of minimum wage. The ESI contribution is reimbursable on submission of proof/document.
4.	Bonus	8.33% of wages. The Bonus payment is reimbursable on submission of proof/document.
5.	Death Gratuity	Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee.



		Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
6.	Leave wages as per Factories Act/ Rules or Shops & Establishment Act of respective State	Compliance to be done in terms of the statutory provisions and same be reflected in Attendance Register and Leave Records by the contractor.
7.	Overtime for working extra work/ Compensatory off (provision for over time should be made in the contract value as per requirement)	Over time as applicable under Factories Act, 1948 Or Shops & Establishment Acts of respective State. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.
8.	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	Contractor has to distribute safety kit and liveries (4trousers, 4 shirts, 2 pair of shoes, 4 pair of shocks, 2 winter cloths during the contract period as per safety norms of BCPL). The cost will be reimbursed on submission of proof of purchase & distribution.
9.	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable	In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act, 1961. For miscarriage women worked will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be in the contract value. Incase ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.
10	Non-Statutory Allowance	16% on minimum wages
11	Shift Allowance	Shift allowance @ Rs. 30 per day for A & B shift and Rs. 40 for C shift. GA and GB shift to be considered as A and B shift respectively for shift allowance payment.

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

- A. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.
- B. The contractors shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- C. The Contractors shall submit the Electronic Challans cum Returns (ECR) along with bank receipts/ bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authority and ESI contribution with ESI Authorities.



- D. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of RLC (Dibrugarh), Ministry of Labour, Govt. of India.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman Compensation Act 1923 and other relevant acts, rules and regulations enforced from time to time.
- F. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge have to certify the payment of wages to the contract workers and sign the e-banking wages sheet/ bank statement jointly.
- G. **Minimum Wages** shall be paid as per notification issued time to time.
- H. **Weekly Day of Rest:** 01 (One) day paid Weekly off after every continuous 6 (six) days working shall be granted to the workers engaged by the Contractor.
- I. **Paid National Holiday** shall be granted to every workmen in a calendar year.
- J. **Festival Holidays:** Workers engaged by the Contractor will be allowed to take 07 (seven) Festival Holidays and May Day in a calendar year. These festival holidays may be decided by the contractor mutually subject to smooth operation of the canteen.
- K. **Annual Leave with Wages:** 01 (one) day for every 20 (twenty days) of work performed by him during the previous calendar year.
- L. **Shift allowance** shall be granted to the workers who perform their duties in shifts.
- M. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.



- N. The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- O. All personnel deployed by the contractor should be on the rolls of the contractor.
- P. No contractor worker below the age of 18 years shall be deployed on the work.
- Q. The contractor shall engage supervisor ('s) who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- R. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/ work. His Work/ Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines/instructions issued from time to time.
- S. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through Engineer-In-charge for his employees.
- T. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- U. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of central/ state/ local statutory authorities.
- V. All existing and to be amended from time to time the safety/ fire rules of BCPL are to be strictly adhered to.
- W. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- X. Payment of wages to the contract workers must be made through e-banking and duly stamped e-banking wages sheet/bank statement of the bank must be duly certified and signed by both the contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/ bank statement must be submitted to EIC along with subsequent monthly bill.



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



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

b) At the time of submission of monthly bills:

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

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

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



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

GG. At the time closure of contract:

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

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1. **PAYMENT PROCEDURE:** The contractor shall submit monthly bill along with the work details completed by him on prescribed form in duplicate to the Executive-in-Charge (EIC) after distribution of wages to the deployment manpower. The bidder should give the details of his bank account in the prescribed E-banking format to facilitate payment through e-banking in case of award of work on him. As per provisions contained in statutory Labour/ Industrial laws, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills. The contractor will be paid within 15 days from the date of submission of bill to EIC subject to the provision of adjustment of dues and statutory deductions as applicable.

2. **Water & Electricity:** BCPL shall normally make Water & Electricity available free of cost at locations and Contractor shall arrange distribution arrangements at his own cost. However, BCPL does not bear any liability for failure to supply water/ electricity for any reason and contractor shall make his own arrangements through generators & water tankers at his own cost for performing day to day works and watering of plants etc.



3. Change in quantities of items during execution: If the quantities of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The decision of Engineer-in-Charge shall be final and binding.
4. Self-assessment of works: The quoted rates shall be deemed to have been arrived after first hand self-assessment of the work front by the Contractor by visiting the concerned location of execution of contract prior to submission of their offer and shall give no reason whatsoever to request for any increase/revision in their awarded rates and not being aware of local conditions.
5. Defect liability Period: The defect liability period shall be three month from the date of actual completion of work. Any defect arising out due to any reason, which in the opinion of Engineer-In-Charge resulting due to above, during this period shall be rectified by the contractor at his own risk and cost.
6. Contractor shall also provide services on Saturday, holidays including Sundays (until and unless instructed otherwise by EIC) and nothing extra shall be payable on this account. The Contractor shall make his own arrangement for housing himself and his staff. BCPL will not provide any accommodation.
7. Contractor shall in no case lease/ transfer/ sublet/ appoint caretaker for supply of material, services and the personnel to be deployed for carrying out the contractual job, however in case bidder is not in the business of supplying contractual manpower then the same may be allowed to be deployed through another agency under exceptional circumstances based on industry practice & written approval of competent authority. However, before approval of competent authority contractor shall execute an indemnity bond in favour of BCPL indemnifying against any liability arising out of manpower deployment by another agency.
8. The Service provider shall defend and indemnify BCPL from all suits, actions, claims, demands, liabilities, damages and expenses arising out of personal injury or death resulting there from to any of its personnel, while providing the services.
9. The Contractor would also have to give one **[01] month notice in writing** for termination of the Contract. Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of 'two [02] years' of the Contract. The Contractor shall submit an inventory list of all the items present for 4 times during the tenure of the contract, i.e. 6 monthly. The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings, furniture, utensils/utilities and all other items and equipments, etc. on the last day of the Contract.
10. In the event of the Contractor suspending or abandoning services without giving proper notice to the "EIC" without handing over charge of the assets and materials entrusted to him by BCPL, the whole of the 'Security Deposit' and other dues payable to him shall stand forfeited, and the Contractor shall also be liable for any legal action as deemed fit for breach of Contract and the loss suffered by BCPL.
11. All materials to be provided by Contractor shall be of reputed and standard brand and shall be in conformity with the relevant specifications, 'BIS' or 'AGMARK/FSSAI' -specifications' wherever applicable and of makes after discussion with "EIC".



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

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

14. BCPL will covenant with the Contractor as follows:

(a) The Inventory of all items, administration and management of the said "Canteen, kitchen and stores situated in the Canteen-premises" shall continue to vest with BCPL during the subsistence of this Contract.

(b) That rate of all food and beverages items shall be approved by BCPL and notified/displayed in canteen for the information and guidance of the officials/ guests/visitors by the Contractor.

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

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

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

16. The Contractor will ensure that all personnel engaged are medically fit supported by certificates from a medical practitioner [MBBS]. The Contractor will furnish medical certificate of staff deployed. All the workers of Contractor shall be subject to medical examination. On such examination, if any of the staff of the Contractor found medically unfit or not suitable for employment under this Contract, the Contractor shall have to relieve such employee forthwith. The Contractor shall be responsible for any compensation to such employee.

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

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

18. The Contractor shall make necessary arrangement to ensure the optimum use and refill of **Commercial LPG Cylinders** from time to time which will be reimbursed by BCPL on submission of proper receipt/document. Approximately 300 breakfast, 300 morning tea, 500 meals (Lunch and



Dinner), 300 evening snacks, 300 evening tea and 300 night tea with snacks to be distributed on daily basis which may vary as per the requirement and discretion of EIC.

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

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

PROVISION REGARDING PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

“Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BCPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to BCPL in this respect and Contractor shall suitably consider the same in their bid.

Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.”

SCOPE OF WORK

1. SCOPE OF WORKS OR SERVICES:

1.1 The scope of work includes Housekeeping / sweeping, cleaning in BCPL main Canteen having total area of as per following:

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

1.2 The Contractor shall ensure the preparation and serving of Lunch, Dinner, Snacks, Sweets, Tea, & Coffee hygienically in Plant Area at the premises of BCPL, to its employees, workers of other organizations / agencies, guests & visitors, vendors, etc. on chargeable basis with the



man and material arranged by the contractor. It includes the serving of Branded, Packed Fresh Snacks, Biscuits, Beverages, Ice-Creams, etc. The proper maintenance of canteen, distribution points, utensils, equipment's & appliances, etc. in well hygienic manner will be the responsibility of the Contractor. Any loss of equipment, utensils provided during commencement of the contract, to be returned refurbished with new items as instructed by EIC time to time, failing which payment will be deducted from the bill after procurement of the same by EIC/representative of BCPL.

1.3 Provision of caretaking of Canteen premises includes the following:

- i. Cleaning of reception (front-desk), dining hall, pantry, wash area, stores, caretaker's room
- ii. Sweeping & swabbing of floor
- iii. Wet cleaning of floor
- iv. Cleaning and dusting of wall, windows, window panes, doors, ceiling
- v. Dusting of venetian blinds
- vi. Cleaning of tables, chairs, outer surface of cupboards
- vii. Removing cobweb inside building, covering floor, ceiling, side walls and all toilets located in the canteen premises
- viii. Cleaning of Porch, Verandah, Cylinder storage area, drains and other surrounding area
- ix. Other areas as per direction of EIC.

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

1.5 For carriage of materials like garbage, debris, minor building rubbish, earth, etc., the same is to be disposed off beyond the premises up to a designated dumping yard as directed by the EIC.

2. CATERING/PANTRY/CANTEEN SERVICE:

(a) The service provider shall provide the following type of catering services to officials/ guests/ dignitaries/participants at locations mentioned in **Appendix 1 to Annexure B**. The service provider should be ready to commence effective operation of catering services in all respect on round the clock basis on week-days and holidays/weekends. The service provider has to ensure that catering services are not adversely affected during the given timings. At all times, Supervisor, Cook and adequate support team is available with sufficient feed stock. Catering services shall broadly include the following:-

- Tea, Coffee, Soft beverages etc.
- Break-fast as per pre-approved menu.



- Hi-Tea, refer **Appendix 7 & 8 to Annexure B.**
 - Lunch-Continental/Indian/Chinese.
 - Dinner-Continental/Indian/Chinese.
 - Live Food counters-Continental/Indian/Chinese.
 - Snacks/Refreshments-Continental/Indian/Chinese.
 - Packed Lunch/Dinner
 - Outsourcing of food items from external vendors as per requirement
 - Any other type of catering requirement
- (b) The service provider must always be equipped to arrange lunch & dinner with in 3 hour notice & any other catering facility like high tea etc. within a short notice of 30 minutes.
- (c) The number of manpower are indicative in SOR. Under catering/pantry/canteen services BCPL will reimburse monthly service charge to the vendor towards engaging adequate number of staff and satisfactory service. On absence of manpower replacement to be provided as per SOR otherwise deduction from bill to be done on pro-rata basis. Required service to be provided by the contractor through his deployed manpower as per advise of EIC/representative of BCPL Management from time to time. Further cooks & supervisor should have knowledge in their respective fields as indicated at **Appendix 2 to Annexure B.** BCPL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in SOW. However certain items will have fixed price as per canteen committee which is subject to change to revision as per mutually agreed rates, service provider these items to employees at their respective locations against direct cash purchase basis by employees, refer indicative list placed at **Appendix 5 to Annexure B.**
- (d) The branded packed snacks, biscuits and beverages are to be supplied on MRP.
- (e) Bidder should ensure about the workability of the rates specified at Annexure-C before bidding for the service charges. During the currency of the contract, these rates shall continue to be the same and binding to the Contractor and no deviation will be allowed for whatsoever reason it may be.
- (f) The Contactor shall charge from the employees for the various food items supplied by him at the above prescribed rate. It shall be incumbent on him to ensure the preparation of various food items of acceptable quantity and quality.
- (g) In addition to the fixed menus, the Contractor may also be required to supply items not stipulated in the Contract, as felt necessary by the management. However, rates for such items may be fixed by the Contractor and as agreed to by the management. The price(s) of any food item(s) not otherwise specifically mentioned in the Contract shall not exceed the approved rate(s).
- (h) Service provider will display monthly menu in professional manner at identified locations as per approval of EIC.



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

3. SERVICE POINTS:

Hub of all catering services for breakfast, lunch, evening snacks, dinner and tea and snacks during night hours will be prepared and served/distributed to all the specified centers for serving to the employees/ workers of respective areas. It will run on round the clock basis for the aforesaid purpose. These points are indicative & can be increased, decreased or changed from time to time by the Engineer-in-Charge (EIC), as per requirement of the Owner.

4. SERVICE TIMINGS:

For the employees coming in shift operation, round-the-clock refreshment services like serving of Tea, Coffee, Snacks and Cold Drinks will be available through Canteen situated at Plant. However, these timings are indicative and can be changed by the EIC depending upon the requirement from time to time. Branded packed snacks and beverages will be available on round-the-clock basis at canteens as per the table mentioned below:

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

* Sufficient number of worker should be present in the night shift every day.

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

5. SHUT DOWN REQUIREMENTS:



In various locations shut down is scheduled once a year or once in two years. During the shutdown period which lasts for around 15-30 days the contractor shall be required to provide food items as per fixed rates & as per estimated quantity specified in **Appendix 11**. However, the billing shall be as per actuals. During the shutdown contractor has to arrange his own utensils, Vehicle facilities & LPG without any extra payment.

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

7. CLEANLINESS:

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

8. QUALITY MAINTENANCE:

- a) Except for locations where kitchen is available, food items pertaining to menu may be cooked at the vendor's kitchen & transported to location however vendor has to seek prior permission from EIC for such an arrangement. In such case BCPL will have the right to visit the vendor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.



- b) The quality of service provided by vendor will be judged on the basis of hygiene audit conducted as per CHS by representatives of BCPL canteen committee or EIC. The contractor has to ensure that the CHS is not below 96% failing which recovery will be imposed on the contractor & recovered from monthly bills. Refer CHS indicative format at **Appendix 10**.
- c) The eatables must be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood, insects, flies or non-usable liquid. Dishes containing such things shall be rejected and Recovery will be imposed each time if such unwanted materials are noticed.
- d) All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The service provider will be responsible for their hygienic fitness. Milk and milk products such as curd, yoghurt, butter, paneer, cheese etc. shall be of acceptable standard and should be prepared and served fresh.
- e) Service provider will ensure high quality of food items AGMARK, ISI standard, FSSAI certified. Meat should be as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in BCPL premises & vendor will be responsible for its day to day disposal. Cooking oil must not be utilized for more than two times and thereafter it must be taken out of BCPL premises. Unacceptable quality material will be liable for rejection/disposal and/or Recovery. Therefore, Vendor must ensure that only pre-approved material is brought in BCPL premises. For ready reference, list of acceptable quality of raw material is mentioned at **Appendix-4**.
- f) For preparation of various food items adequate raw materials shall be ensured at all time to meet contingencies. Further at BCPL locations where it is difficult to procure raw material on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.
- g) Adequate sets of uniform at least 02 sets should be provided by the service provider to the deployed staff so as to maintain proper hygiene in day to day functioning. Sample of such uniform shall be approved by EIC, refer **Appendix 3**.

9. INSPECTION:

- (a) The service provider shall allow the Food Inspector/ Company's authorized medical attendant to inspect the foods items as per the provision of Food Adulteration Act. The service provider shall abide by all laws applicable.



- (b) The service provider shall submit report in the prescribed format to EIC as advised by EIC time to time, refer **Appendix 6**.
- (c) BCPL shall not be responsible for any amounts/dues of the service provider arising out of supply of eatables to any person/ individual unless order has been placed officially by EIC or its representative.
- (d) In case of dispute regarding the services, quality or the quantity of the food stuff, snacks, tea etc. the decision of the Engineer-in-charge of BCPL will be final and binding.
- (e) The service provider shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend the canteen committee meeting on as & when required basis.

10. PROVISION FOR INFRASTRUCTURE:

A) At locations where Industrial canteen is not required:

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

B) In case of Industrial canteen:

- a) BCPL will provide electricity, water and space for kitchen (where ever license for kitchen is available)/ Cafeteria/pantry/furniture.



- b) BCPL will provide other required infrastructure in case of industrial canteen as per statutory provisions.
- c) Contractor shall make fuel arrangements (LPG) at his own cost and make reimbursement.
- d) BCPL will provide kitchen appliances, gadgets, equipment's and utensils etc. required for running the canteen. A list of such items shall be handed over to the contractor who shall handover the same at the time of closure of contract. However wear & tear @ 10% per annum shall be allowed towards crockery items.
- e) In case of failure to return possession of aforesaid infrastructure BCPL may levy damages as deemed fit, which shall be binding on the contractor.
- f) The canteen committee or EIC shall make an assessment of the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the vendor. In this case the decision of the EIC will be final.
- g) The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's and utensils. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost, however in case the same is repaired by BCPL, then the cost of such repairs shall be recovered from the monthly bills of contractor.
- h) The contractor shall ensure that all kitchen appliances, gadgets, equipment's and utensils are maintained in good running condition. In case any of the above is not found in running condition then the contractor has to get it repaired within a reasonable time but not more than 7 days up to the satisfaction of EIC. However for any sudden breakdown of kitchen equipment's (which is not due to carelessness & mishandling) and the repairing cost of which is more than Rs. 3000/- then such cost of repair shall be reimbursed against repair bill by BCPL, provided such repair is carried out with the prior consent of EIC.

11. MEDICAL

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

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

12. MODE OF OPERATION:

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



Normally or in ordinary circumstances, no lunch / dinner will be served to the employees on their table or working place. However, in exceptional cases limited number of lunch and dinner will be provided subject to receipt of its prior intimation duly counter-signed by the EIC or his authorized representative. Requisite numbers of official lunch / dinner are to be prepared in canteen and served at the specified place in the Plant premises for which suitable arrangement is to be made by the Contractor. The number of lunch / dinner as the case may be treated as indicative and actual number may vary depending upon the requirement. The payment will be made based on the actual number of lunch / dinner served in the meetings / conferences / seminars / trainings, etc.

Employees are to be served branded packed snacks, prepared snacks, beverages, etc. during the working hours against payment of charges as mentioned at Annexure-C. Contractor will make suitable arrangements for providing the services even on weekdays & other holidays, as per requirement of the Owner. Prepared snacks will be catered to the employees at Main Fire Station, Central Workshop, Central Warehouse, Admin. Building, Product Ware House, Central Control Rooms, Utility Control Room, LLDP, PPU, Captive Power Plant, Laboratory Building, GSU, ECU, Nitrogen Plant, DM Plant, ETP, Marketing Office or any other office building/work site coming up in future as per project /plant requirement at specified timings from Plant canteen. BCPL shall not be responsible for any loss or damage of Contractor's man or material in transit.

Adequate quantity of branded packed snacks, biscuits, beverages including tea & coffee powder are to be kept at each canteen in order to ensure their availability on round-the-clock basis / working hours, as the case may be. Contractor has to ensure that no branded packed snacks, beverages, biscuits etc. are kept / served beyond their expiry period.

Sufficient stock of items such as consumable raw materials, packed and bottled items shall always be maintained so as to meet normal requirement and any immediate needs of guests/BCPL employees. The Contractor shall not be permitted to stop supply of any item for any reason whatsoever.

The eatables served by the contractor to the guests/BCPL employees shall be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, egg-shell, human hair, glass or crockery chips, paper, wood insects, flies or non-usable liquids, ingredients not to be used in the preparation of the dishes. Dishes containing such things shall be rejected. Any item found sub-standard adulterated or of poor quality shall be rejected.

Non-vegetarian dishes shall be made of fresh and good-quality mutton, chicken or fish, etc. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone-pieces will be removed. The non-vegetarian items shall be washed and marinated properly before cooking.

All vegetables, fruits, etc. used shall be fresh and shall not be rotten or overripe. The Contractor shall be responsible for their hygienic fitness. Milk and milk-products such as curd, yoghurt, cheese, cream, butter etc. shall be of good standard and should be prepared and served fresh.



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

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

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

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

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

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

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

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

Appendix 1 to Annexure B

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

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

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

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



Appendix 2 to Annexure B

CRITERIA FOR COOK

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

CRITERIA FOR SUPERVISOR

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



Appendix 3 to Annexure B

DRESS CODE FOR THE DEPLOYED MANPOWER

MANAGER/ SUPERVISOR

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

SERVICE BOY

1. Black Trousers
2. White Shirt



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

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

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

HOUSEKEEPING STAFF

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

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

Appendix 4 to Annexure B

BRAND OF MATERIAL TO BE USED/ SERVED

1. Cooking Oil	Dhara/Engine/Fortune/Saffola/Patanjali
2. Masala	MDH/Everest/Catch/Sunrise
3. Ice cream	Mother Dairy/Amul/Quality
4. Salt	Annapurna/Tata/Patanjali
5. Wheat Flour	Pillsbury/ Golden Harvest/Ashirwad
6. Ghee	Milkmaid/Mother dairy/Amul/Manorama/Annapurna
7. Jam/Ketchup	Kisan/Maggi
8. Butter Cube	Britannia/Amul (10gm)
9. Tea Bag	Tata/TajMahal/Twinings
10. Coffee	Nescafe
11. Pickle	Nilons/Pachranga/Mothers



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

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

Appendix 5 to Annexure B

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

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

SN	ITEMS	ILLUSTRATIVE QUANTITY	Rates from 04.07.2019 [in Rs.]
1	<u>Lunch/Dinner [Ordinary] Buffet:</u>	Buffet	45
	(a)Chappatis		
	(b)Dal/Rajma		
	(c)Seasonal Vegetable/Sabzi		
	(d)Fried seasonal vegitable		
	(e)Rice		
	(f)Salad		



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



Appendix 6 to Annexure B

CHECKLIST REPORT FORM

Date:

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



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

Name and signature
Of representative of Contractor

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

Appendix 7 to Annexure B

LIST OF ITEMS FOR SAVOURIE & SWEETS FOR HIGH TEA

1. Vegetable/Cheese/Paneer Sandwich/Grilled Sandwich
2. Mixed/Vegetable Cutlet
3. Idli/Wada Sambhar
4. Kachori with AlooSabzi
5. Vegetable/Onion Samosa
6. Paneertikka
7. Spring Roll
8. French Fries
9. Vegetables/ Paneer/ Bread Pakora
10. AlooBonda



11. Masala Dosa
12. Upma
13. Poha
14. Saboo Dana Khichdi
15. Rassam
16. Uthappam
17. Sweet items like Gulab Jamun. Suji/Moong dalHalwa, GakarlKaHalwa/Jalebi etc.
18. Fried Rice
19. Noodles
20. Veg Manchurian
21. Veg. & Cheese roll
22. Veg Kabab Bun
23. Aloo tikka
24. Moong dal mini samosa
25. Dhokla
26. HarBhara/Chickenkabab

Appendix 8 to Annexure B

MENU FOR BAKERY ITEMS

1. Muffin (Walnut/Fruit/Lava/strawberry/chocolate)
2. Fruit cake
3. Plum cake
4. Caramel cake
5. Cookies (Oat meal cookies/Dry fruit cookies/ginger cookies/Almond tasty)
6. Puffs (Jeera puff/ Ajwain puff/ Methi puff/ Cheese straw puff/ Strawberry puff/ Cinamon sugar puff)
7. Apple Pie
8. Cream roll
9. Danish



10. Pastry (Chocolate/pineapple/strawberry/truffle)
11. Puddings (Chocolate/fresh fruit/fruit cream custard/chocolate tart/lemon tart)

Appendix 9 to Annexure B

PROFORMA FOR COMPOSITE HYGIENE SCORE

"ANNEXURE-D"

PRO FORMA FOR COMPOSITE HYGIENE SCORE [FORM-I]

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



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



Total Score obtained (out of 25)*	
Composite Hygiene Index(Calculated as percentage-	
Total Score obtained/ 25*100)	

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

Any other information

: _____

Note:

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

Date:

name and sign of HR Executive/EIC

Date:

name and sign of HR In-charge

Date:

MS

Appendix 10 to Annexure B

MATERIALS/RESOURCES TO BE SUPPLIED BY CONTRACTOR

- Adequate number of service providers during the operation of canteens as per requirement for preparation and serving of lunch, dinner, tea, coffee, snacks etc. in prompt, efficient and hygienic manner.
- Sufficient stock of raw materials required for lunch, dinner, tea, coffee, snacks, etc. for at least 07 days period.
- Sufficient stock of packed branded snacks, biscuits, cold drinks etc. with adequate expiry period
- Sufficient stock of cleaning agents / materials for cleaning / washing of utensils, appliances, equipments, etc.

Material to be supplied by the contractor as mentioned below:



SN	Items	Quantity	Yearly Requirement in quantity	Half - Yearly Requirement in quantity	Quarterly Requirement in Quantity	Monthly Requirement in Quantity	Total Requirement for 2 years in quantity
1	Basin Brush	1 piece			8		64
2	Toilet Brush	1 piece			6		48
3	Mop (good quality)	1 piece			8		64
4	Broom (Hard)	1 Kg				2	48
5	Broom (Room)	1 piece				4	96
6	Wiper	1 piece			4		32
7	Ceiling brush	1 piece		4			16
8	Liquid Soap (Dettol or Lifeboy only) i.e. for toilet & Wash Basin	1 bottle				90	2160
9	Harpic	1 litre				6	144
10	Floor Cleaner	1 litre				30	720
11	Naphthalene Ball	1 packet				20	480
12	Chitranala	100 ml				10	240
13	Toilet Roll	1 piece				60	1440
14	Room Freshener	1 bottle				4	96
15	Odonil (Large size)	1 piece				4	96
16	Colin	1 litre				2	48
17	Rough (floor cleaner)	1 litre				4	96
18	Bleaching powder	1 Kg				4	96
19	Scotch Brite	1 piece				60	1440
20	Vim Powder/Washing Cake	1 piece				60	1440
21	Tide/Surf Powder	1 kg				6	144
22	Small towel for moping/cleaning	1 piece				12	288
23	Steel Wool for Cleaning	1 piece				10	240
24	Black Phenyl	1 litre				5	120

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



Appendix 11 to Annexure B

Items required during Shut Down

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



4.	Veg Lunch/Veg Dinner	Per plate	01	50
5.	Egg Curry with Single Egg	Per plate	01	12

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

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.



- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.
- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.



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

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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भाग- VI SECTION – VI

दर अनुसूची)एसओआर(SCHEDULE OF RATES (SOR)

PART-I (UN-PRICED BID) PART-II (PRICED BID)



PRICE SCHEDULE / SCHEDULE OF RATES(SOR) [PART - I - UN-PRICED BID]

DESCRIPTION: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS

Sl. No	Activity Line No.	Service Description	UoM	QTY	Unit Rate [inclusive of all taxes & duties and exclusive of GST] (in Rs.)	Total Amount [inclusive of all taxes & duties and exclusive of GST] (in Rs.)
(1)		(2)	(3)	(4)	(5)	(6) = 5 x 4
1	10	Deployment of Highly Skilled Worker (as per SCC)	MAD	3655	896.00	3274880.00
	20	Deployment of Skilled Workers (as per SCC)	MAD	2924	770.00	2251480.00
	30	Deployment of Semi-Skilled Workers (as per SCC)	MAD	2924	645.00	1885980.00
	40	Deployment of Unskilled Workers (as per SCC)	MAD	24123	555.00	13388265.00
	50	Uniform Cost	LSM	1	276000.00	276000.00
	60	Medical Examination of Worker	LSM	1	46000.00	46000.00
	70	Housekeeping Material (Monthly reimbursable charges for arrangement of LPG Cylinder as per SCC Clause HH. 17) <i>[to be quoted by the bidder for entire contract period i.e. 02 years as per SCC]</i>	LSM	1	do not quote	do not quote
	80	LPG Cost (Monthly reimbursable charges for arrangement of LPG Cylinder as per SCC Clause HH. 18) <i>[to be quoted by the bidder for entire contract period i.e. 02 years as per SCC]</i>	LSM	1	do not quote	do not quote



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	90	Vehicle Cost (Monthly reimbursable charges for arrangement of LPG Cylinder as per SCC Clause HH. 19) <i>[to be quoted by the bidder for entire contract period i.e. 02 years as per SCC]</i>	LSM	1	do not quote	do not quote
	100	PF Contribution Reimbursement	LSM	1	2071654	2071654.00
	110	ESIC Contribution Reimbursement	LSM	1	933487	933487.00
	120	Bonus Payment Reimbursement	LSM	1	1322379	1322379
	130	Contractor’s Profit on Overall Cost <i>[to be quoted by the bidder for entire contract period i.e. 02 years as per SCC]</i>	LSM	1	do not quote	do not quote
A	Total Amount inclusive of all taxes & duties and exclusive of GST (in Rs.)				do not quote	
B	GST: Bidder to Compulsorily Quote the percentage of applicable GST (INR) (i.e. % on A)		%	A	Rate____%	
C	Total Amount inclusive of all taxes & duties and exclusive of GST (in Rs.)		C = A + B		do not quote	
Signature of Authorized Representative:						
	Name of authorized person submitting the tender on behalf of the Bidder (s):					
	Designation of authorized person:					
	Name of Firm / Contractor/Owner:					
	Address of Firm / Contractor/Owner:					
	Date:					
1.Bidder to Quote only at Activity Line No. 70, 80, 90 and 130 of above SOR						
2. BIDDER ARE ADVISED TO INDICATE THE PERCENTAGE GST AS APPLICABLE.						



PART - II - PRICED BID

(PLEASE GO TO OUR E-TENDER PORTAL,
SOR TO BE QUOTED UNDER E-MODE ONLY.)



CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD, POWER OF ATTORNEY AND VALID MSE CERTIFICATE [IF APPLICABLE FOR EMD EXEMPTION]" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: HIRING OF CATERING, HOUSEKEEPING AND MAINTENANCE SERVICES AT MAIN CANTEEN, ADMIN. BUILDING, CCR PANTRY AND CWS PANTRY OF BCPL, LEPETKATA FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/LE19W049MK/01092

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL : 25.07.2019 at 1430Hrs
ENVELOPE -1 SUBMISSION DUE DATE : BETWEEN 25.07.2019– 01.08.2019

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahmaputra Cracker and Polymer Limited
(A Government of India Enterprise),
C&P Department, Administrative Building, PO:
Lepetkata, Dist.: DIBRUGARH, Assam,
Pin Code: 786006,
Phone no. 0373 2914636.

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD, POWER OF ATTORNEY AND VALID
MSE CERTIFICATE [IF APPLICABLE FOR EMD EXEMPTION]**