



ब्रह्मपुत्र ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**

P.O. Parbatpur, Distt. Dibrugarh, Assam, PIN-786623, FAX: 0374 2500317 e- mail: info@bvfc.co.in

**CIN - U24123AS2002GOI006786, GST No- 18AABCB9399R1ZK**

**(FIRE & SAFETY DEPARTMENT)**

**निविदा आमंत्रण सूचना / NOTICE INVITING TENDER**

**निविदा सूचना सं/Tender Notice No.:- F & S/MP/21/84**

**दिनांक/Date: 30.10.2021**

Offline tenders under two-bid system (Techno-Commercial bid and Price bid) are hereby invited on Item rate/ Lump-sum basis from experienced/licensed/approved contractors for the following work in Brahmaputra Valley Fertilizer Corporation Ltd. (B.V.F.C.L.), Namrup:

Sl. No.	Name of work	Tender Paper Cost	EMD	Completion Time
1.	Hiring of 01 No. of Semi-Skilled Workman to Work as Fireman in Fire Services BVFCL for a period of one year.	118/- (including GST @18%)	6,370.00	One Year

Tender papers/documents can be obtained during working hours from the following office on payment of the tender paper cost as mentioned above through Banker's Cheque/Bank draft or bank challan in favour of Dy. General Manager (F), BVFCL, Namrup.

**OFFICE OF THE Dy. CHIEF ENGINEER, (M), F & S, B.V.F.C.L., NAMRUP**

1. Closing date of sale of Tender Papers : 17.11.2021 at 4.30 P.M.
2. Last date of submission of Tenders : 18.11.2021 at 3.00 P.M.
3. Opening date of Technical Bid : 18.11.2021 at 3.30 P.M.

(In case of any bandh / holiday / strike etc. on date of online opening, next working day shall be counted as opening date of technical bid).

Tender documents can also be downloaded from our website [www.bvfcl.com](http://www.bvfcl.com) & Central Public Procurement Portal website [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app). However cost of the tender paper shall be deposited with the bid by way of demand draft drawn in favour of Dy. General Manager (Finance), BVFC Limited and payable at Namrup. Also, Tender paper cost may be submitted in the form of SBI Bank Challan which can be obtained from BVFCL website in "Download" link. BVFCL copy of bank challan must be submitted along with bid document

The terms as per **Bid Security Declaration Form** (Annexure-III) must be accepted and duly signed by the Tenderer failing which the submitted tender bid shall be liable for rejection.

**Exemption from Tender Paper Cost for MSEs.**

- 1) MSE bidders must submit valid registration certificate from any of the following (or any other body specified by Ministry of MSME) for seeking exemption from submission of Tender Paper Cost:

a) National Small Scale Industries Corporation (NSIC)	b) District Industries Centres (DIC)
c) Khadi & Village Industries Commission (KVIC)	d) Directorate of Handicrafts & Handloom
e) Khadi & Village Industries Board (KVIB)	f) Coir Board

- 2) MSEs registered with NSIC will be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.

The Tenders will be opened on the above scheduled date & time in presence of the tenderers or their representatives, who may like to be present. B.V.F.C.L., Namrup will neither be responsible nor consider the late submission of tenders. B.V.F.C.L., Namrup also reserves the right to accept or reject any or all tenders without assigning any reason thereof.

### **QUALIFYING CRITERIA WITH DOCUMENTARY EVIDENCES:**

1. Should have PAN/TAN number. Valid copy of PAN/TAN to be submitted (attach self attested copy).
2. Should have GST number. Valid copy of Certificate issued by Central Excise Dept. required. (attach self attested copy)
3. Valid and Independent EPF Establishment code no. Copy of certificate to be enclosed (attach self attested copy).
4. Self declaration that he is not blacklisted/banned/under hold from BVFCL Namrup or banned by any unit/region/office of BVFCL as per Annexure-I.
5. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure-II
6. Labour license issued in the last one year by concerned Labour Authority which is valid as on the date of submission of the bid establishing that the bidder has undertaken similar type of work and is presently working as a contractor (**attach self attested copy**).
7. The bidder must attach self attested copy of experience for supply of Semi- skilled manpower for maintenance jobs in reputed continuous process fertilizer/ petrochemicals/ refinery industries under Central PSU / State PSU / JV PSU and private sector successfully completed during the last 7 (Seven) Years with job completion certificate ending last day of month previous to the one in which applications are invited should be either of the following:
  - (a) Three similar completed works as mentioned above each costing not less than the amount equal to 40% of the estimated amount.
  - (b) Two similar completed works as mentioned above each costing not less than the amount equal to 50% of the estimated amount.
  - (c) One similar completed work as mentioned above costing not less than the amount equal to 80% of the estimated amount.
8. Copy of Job Completion Certificate for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.
9. Documentary proof in support of above eligibility criteria along with Bid Declaration Form shall be submitted along with Techno Commercial Bid.
10. The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
  - a. Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
  - b. Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate along with Board Resolution /Authority letter duly signed by Competent Authority regarding authorization to participate in tender process.
  - c. Society: Registration certificate issued by Registrar of societies.

Sole Proprietor-ship Firm: Undertaking that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely.

### **PROCEDURE FOR SUBMISSION OF TENDER:**

The Tender shall be in two bids system and shall be submitted in **Three Sealed Envelopes** as under:

- 1) Envelope No. 1:

Should be super-scribed "Tender Paper Cost" for Tender for 'Hiring of 01 No. of Semi-Skilled Workman to Work as Fireman in Fire Services BVFCL for a period of one year and shall contain Tender paper cost ` 118/- (Rupees one hundred eighteen) only A/C payee Demand Draft or in the form of SBI Bank Challan which can be obtained from BVFCL website in "Download" link. The Demand Draft or BVFCL copy of bank challan must be submitted along with copy of all documents mention under "QUALIFYING CRITERIA WITH DOCUMENTARY EVIDENCES".

- 2) Envelope No. 2:  
Should be super-scribed 'Technical Bid' for Tender for 'Hiring of 01 No. of Semi-Skilled Workman to Work as Fireman in Fire Services BVFCL for a period of one year. and shall contain unpriced Bid including NIT duly signed, and other Conditions / Deviations, if any, which are at variance with the Terms & Conditions of the Tender Documents issued by BVFCL.
- 3) Envelope No. 3:  
Should be super-scribed 'Price Bid' for Tender for 'Hiring of Semi-Skilled Workman to Work as Fireman in Fire Services BVFCL for a period of one year and shall contain the Item wise Rates only as per 'Schedule of Rates' Proforma.

All the three envelopes should in turn be put together in a separate envelope duly super-scribed as 'Hiring of 01 No. of Semi-Skilled Workman to Work as Fireman in Fire Services BVFCL for a period of one year, mentioning the reference NIT no. & date and due date of opening of technical bid over the envelope.

#### **Opening of Tender:**

The Tender shall be opened as under:

- 1) Envelope No. 1:  
Super-scribed 'Tender paper cost' **shall be** opened first, on the Scheduled Date & Time of Opening of Tenders, in presence of those Tenderers who may wish to be present during opening.
- 2) Envelope No. 2:  
Super-scribed 'Technical Bid': The Technical Bids of those parties only who will have furnished requisite Tender Paper Cost **shall be opened and required clarifications, if any shall be obtained from respective Tenderer(s).**
- 3) Envelope No. 3:  
Super-scribed 'Price Bid': The Price Bids of the techno-commercially suitable parties **shall be opened** subsequently on a later date which **shall be intimated to the Tenderers.**

*For and on behalf of BVFCL*

*(S. Sarkar)*

*Dy.G.M (TS), F & S*

1.00 **TERMS AND CONDITIONS:**

1.01 **SECURITY DEPOSIT:**

Performance Security Deposit (PSD) shall be 3% of the contract value. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order / Demand Draft drawn in favour of M/s. Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favour of BVFCL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BVFCL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Companies Act. The FDR should be in the name of bidder; A/C BVFCL NAMRUP duly discharged on the back.
- f) The PSD can also be recovered at the rate of 3% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BVFCL under receipt in duplicate with copy of receipt submitted to department.
- h) The Performance Security Deposit shall not entitle any interest.

1.02 Stamp duty applicable as per Indian Stamp Act 1899 shall be payable by the contractor.3.00

1.03 **LABOUR LICENCE AND OTHER REQUIREMENTS:-**

**a) Labour License:**

- i) Contractor shall within 5 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BVFCL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employees deployed by the contractor against the contract exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.

**b) Personal Accident Insurance Policy**

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. Contractor shall ensure that no employee should enter the BVFCL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. undertaking company. The coverage shall be of Rs. 2 lakh per individual. The sum assured (Rs. 2 lakh) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- iv) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakh to the nominee/ legal heir of such deceased contract worker.

### 3.02 PAYMENT TERMS:

- i) The Contractor(s) will have to submit monthly running bills duly certified by the executing section/department alongwith the attendance sheet, etc., in duplicate after completion of each month in respect of work done by him/them and shall deposit the same to the Fire & Safety Department. The payment will, however, be subject to the execution of agreement. There shall be no personal follow-up until 7(seven) days elapse from the date of submission of bills.

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
  - b) Statement of Minimum Wages of employees deployed by him under the contract, PF., statutory deductions etc.,
  - c) PF challan for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF duly certified by the contractor.
  - d) Wage payment sheet, duly verified by the authorized representative of the executing department, for the bill period.
  - e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
  - f) List of Contractor's employees covered under Accident Insurance Policy
  - g) Statement of material supplied by the contractor, if any
  - h) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
  - i) Copy of Challan of previous tax paid
  - j) Proof of Personal Accident Insurance Policy along with bill
- ii) The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and GST Challan & as in Para 6 above forward them to Finance Department. Copies of Documents mentioned under Point 3.4 i) (b), 3.4 i) (c) and 3.4 i) (d) must also be submitted to HR department. Finance department shall, on satisfactory compliance, and after deduction on account TDS, will make payment to the contractor.
  - iii) 3% of the contract value shall be retained with BVFCL, Namrup as security deposit which will be released after satisfactory completion contract. No interest shall be payable by BVFCL on security deposit. 3% payment shall be made to the Contractor against submission of performance bank guarantee as per Clause-3.01 against security deposit

### 3.03 PROVIDENT FUND:

- i) The contractor should get independent EPF code before deployment of his worker against work contract.
- ii) The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- iii) In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
- iv) After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.

- v) The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers for the previous/last financial year.
- vi)

**PF CONTRIBUTION :**

Various accounts of PF	Contribution	
	Employee	Employer
A/c No 1: PF contribution	12%	3.67%
A/c No 2: PF Admin		0.50%
A/c No 10: EPS		8.33%
A/c No 21: EDLIS		0.50%
Net Rate	12%	13.00%

The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him to the contracting department with a copy/soft copy to HR and Finance Departments.

3.04 **BONUS**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to Labour Enforcement Officer, Dibrugarh, with a copy to the contracting department and HR department.

3.07 In the event of acceptance of the tender/contract the contract shall be governed by BVFCL terms & conditions contained in the NIT document & GDCC.

3.08 **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.

4.00 **REGISTERS AND RECORDS UNDER CONTRACT LABOUR (R&A) ACT, 1970**

The Contractor shall maintain the following Registers and forms as per Contract Labour (R & A) Rules 1971 and produce the same for verification by the Executing Officer/ Authorized Representative of the Contracting Department :-

- i) Register of Workmen employed by contractor (Rule 75)
- ii) Employment Card issued by contractor (Rule 76)
- iii) Muster Roll 78(1) (a) (i)
- iv) Register of Wages (Rule 78) (1) (a) (i)
- v) Register of wages-cum Muster Roll (in case of weekly Payment)
- vi) Wage Slip (Rule 78)(1) (b)
- vii) Register of deduction for damages of loss (Rule (78)( 1) (a) (ii)
- viii) Register of fines (Rule 78) (1) (a) (ii)
- ix) Register of advance (Rule 78) (1) (a) (ii)
- x) Register of overtime (Rule 78) (1) (a) (iii)
- xi) Return to be sent by the contractor to licensing officer (Rule 82)

Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts. The formats of records and registers if required can be collected from the executing department.

5.00 **PERIOD OF CONTRACT:**

The contract will be valid till consumption of total mandays or for a period of one year subject to the conditions that the same can subsequently be renewed / extended on such terms and conditions, as applicable, at the discretion of BVFCL Management.

6.00 COMPLETION TIME:

- 6.01 Time of completion of the job shall be one year from the date of deployment of Semi- Skilled Workman as certified by the Engineer- In- Charge of the job.

7.00 EXECUTION OF AGREEMENT:

On acceptance of the tender, the contractor(s) shall have to execute an Agreement on stamp paper of appropriate denomination at his own cost within 7(seven) days of issue of the work order. The agreement has to be made in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

8.00 JURISDICTION OF COURT:

The contract shall be deemed to have been entered into at Namrup and all courses of action in relation to the contract will, therefore, be deemed to have been within the jurisdiction of Dibrugarh Court of Dibrugarh district in state of Assam.

9.00 CONCILIATION & ARBITRATION:

Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.

The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.

Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

- 10.00 BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe." In case any person demands any bribe, it is the duty of the responsible to inform the matter to Vigilance Office, BVFCL, Namrup, P.O. Parbatpur, Distt. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374- 2507167).

**For and on behalf of BVFCL**

*(S. Sarkar)*

*Dy.G.M (TS), F & S*

F & S/MP/21/ 84

Date: 30 .10.2021

**Self Declaration**

(Non-blacklisting)

This is to certify that \_\_\_\_\_(CONTRACTOR'S FIRM/ COMPANY) has not been blacklisted nor business has been banned by any Central / State Government (incl. its department/agency)/BVFCL, Namrup or was declared ineligible by the Government of India/State/UT Government/BVFCL, Namrup for corrupt and fraudulent practices as on the date of submission of the bid.

हस्ताक्षर/Signature

(ठेकेदार/ प्राधिकृत हस्ताक्षरकर्ता Contractor / Authorized Signatory)

हस्ताक्षरकर्ता का नाम / Name of Signatory:

बोलीकर्ता का नाम / Bidder Name:

सील/Seal:

दिनांक/Date :



**Self Declaration**

(Non-conviction in courts of law)

This is to certify that \_\_\_\_\_ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) has not, at any time during the period of five years immediately preceding the date of this declaration, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect. Further, that no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any court in India for fraud, dishonesty and moral turpitude. The undersigned also declares that no warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.

हस्ताक्षर/Signature

(ठेकेदार/ प्राधिकृत हस्ताक्षरकर्ता Contractor / Authorized Signatory)

हस्ताक्षरकर्ता का नाम / Name of Signatory:

बोलीकर्ता का नाम Bidder Name:

सील/Seal:

दिनांक/Date :

स्थान/Place :

F &amp; S/MP/21/84

दिनांक/Date: 30 .11.2021

**Bid Security Declaration Form**

To,  
The D.G.M (T.S),F & S  
BVFCL, Namrup.

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

- b) having been notified of the acceptance of our Bid by the you during the period of bid validity fail or refuse to execute the contract.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i) The receipt of your notification of the name of the successful Bidder;

or

- ii) Thirty days after the expiration of the validity of my/our Bid.

Thanking you.

Yours faithfully,

For M/s. \_\_\_\_\_

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

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F &amp; S/MP/21/ 84

Date: 30 .10.2021**CREDENTIAL OF TENDERER**

SL NO	DESCRIPTION	TO BE FILLED BY TENDERER
1	OFFICE ADDRESS OF TENDERER	
2.	PAN NO	
3.	GST REGISTRATION NO.	
4.	WHETHER THE PARTY IS REGISTERED MSE (valid registration certificate to be furnished)	YES / NO

हस्ताक्षर/Signature

(ठेकेदार/ प्राधिकृत हस्ताक्षरकर्ता Contractor / Authorized Signatory)

हस्ताक्षरकर्ता का नाम / Name of Signatory:

बोलीकर्ता का नाम Bidder Name:

सील/Seal:

दिनांक/Date :

स्थान/Place :

**Annexure-V**

Ref: F &amp; S/MP/21/84

Date: 30 .10.2021

**PRICE BID****Schedule of Quantity & Proforma for quoting rate**

I/We have understood the work involved and the conditions mentioned in the NIT and I/We give our rates as per the Proforma below:

<b><u>Sl. No.</u></b>	<b><u>Description of work</u></b>	<b><u>Quantity</u></b>	<b><u>Rate (Rs`)</u></b>	<b><u>Amount (Rs`)</u></b>
1.	Minimum wage for supply of 01 No. of Semi-Skilled Workman to work as Fireman.	314 Mandays		
2.	Wage of Minimum Overstay	47 Days		
3	Contractor's Profit	314 +47=361 Days		
3.	Bonus ( ` 505/- x 314 x 8.33%)			
Sub-total				
GST @ 18%				
TOTAL AMOUNT				

(Amount in words: \_\_\_\_\_ )

Bank Draft/Pay Order/ Journal no \_\_\_\_\_ Dt. \_\_\_\_\_ for Tender Paper Cost

Remarks:- i)

ii)

Signature: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Note: Incomplete filling of particulars will be regarded as incomplete bidding and will lead to summary rejection of the bid.