



# ब्रह्मपुत्र वैली फर्टिलाइज़र कॉर्पोरेशन लिमिटेड

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM, PIN – 786 623

CIN No.U24123AS2002GOI006786

FAX: +91374 2500317, e-mail: [pers@bvfc.co.in](mailto:pers@bvfc.co.in) website: <http://www.bvfc.co.in>

## Material Handling Department

### TENDER DOCUMENT For

Supply of manpower (6 nos. unskilled workmen) for various miscellaneous jobs at Bagging –II & Bagging -III Plants". Estimated amount **Rs. 1397714.00 (Rupees Thirteen Lakh Ninety Seven Thousand Seven Hundred and Fourteen only)**

Tender Enquiry No.  
21/BP/MPS/002/ 139  
Date: 28/12/2020

**Total: 38 pages**

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge



**BVFCL – NAMRUP**

**Tender Documents**  
**MATERIAL HANDLING DEPARTMENT**  
**NOTICE INVITING TENDER**

**TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE: 28/12/2020****CONTENTS**

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I/We agree with the above  
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Executive In-Charge

BVFCL – NAMRUP

Annexure 'A'  
Tender Documents**MATERIAL HANDLING DEPARTMENT**  
**NOTICE INVITING TENDER**

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28/12/2020

**SCOPE OF WORK:** Works Contract for "Supply of unskilled manpower for various miscellaneous jobs at Bagging -II & Bagging -III Plants". Estimated **Rs. 1397714.00 (Rupees Thirteen Lakh Ninety Seven Thousand Seven Hundred and Fourteen only)**

2. **Tender Evaluation Criteria** : **As per Annexure – E**
3. Duration of the Contract : One (1) year
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : **11-01-2021** till 2.30 pm
6. Date of opening of Techno - Commercial Bid : **11-01-2021** at 3.00 pm  
(In case of any Bandh / Holiday / Strike etc. on date of opening, next working day shall be counted as date of opening.)
7. For obtaining detailed tender documents and for participation in online tender, parties are requested to visit our portal [www.bvfcl.com](http://www.bvfcl.com)
8. Tender Paper Cost: Rs 118 (Including GST @18%) (Rupees One Hundred Eighteen Only)

The Tender Paper cost shall be deposited with the bid by way of demand draft drawn in favor 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 BVFCI website in "Download" link. BVFCL copy of bank challan must be submitted along with bid document.

The term as per Bid Security Declaration Form (Annexure-J) 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 & Security Deposit for MSEs

1. MSE bidder must submit valid registration certificate from any of the following (or any other body specified by Minister of MSME) for exemption from submission of Tender Paper cost.
  - i. National Small Scale Industries Corporation (NSIC)
  - ii. District Industries centers (DIC)
  - iii. Coir Board
  - iv. Khadi & Village Industries Commission (KVIC)
  - v. Khadi & Village Industries Board (KVID)
  - vi. Directorate of Handicrafts & Handlooms.
2. MSEs registered with NSIC will be exempted from paying Security Deposit upto the monetary limit mentioned in the certificate.

I/We agree with the above  
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8.0 Online tendering procedure: **Service Provider: M/s MSTC LIMITED.**

**E-Tendering Website:** <https://www.mstcecommerce.com/eprochome/mstc/>

The tendering shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by BVFCL will be outright rejected. NIT and Tender documents can also be downloaded from our website [www.bvfcl.com](http://www.bvfcl.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in).

Online bids are to be submitted in TWO BID SYSTEM in electronic form only through e-tendering website: <https://www.mstcecommerce.com/eprochome/mstc/> (**Vendor Login**).

New bidders have to complete one time registration process on the e-tendering portal prior to participation in the bid.

The bidders should have a **valid digital signature certificate** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer **User Manual/Vendor Guide** available on e-tendering website for detailed procedure for system settings/bid preparation/submission etc. or Bidders can take help of MSTC's helpdesk number 033-22901004.

Also they may contact MSTC's Nodal Officer for e-procurement Shri S Roy, Phone: +91-7501524754, e-mail: [sroy@mstcindia.co.in](mailto:sroy@mstcindia.co.in) for system settings etc.

9.0 **MSTC Transaction fee:** Tenderers are required to pay a Transaction Fee to the e-tender Service Provider M/s MSTC Ltd., Guwahati (Assam) as per following details:

**"Payment of Transaction fees of Rs 1180.00 (Rupees One Thousand One Hundred Eighty) only through NEFT/RTGS/IMPS in favour of MSTC Limited:**

**A/C No.: 201001334297**

**IFSC Code: INDB0000038**

**IndusInd Bank Limited**

**Branch: Guwahati Branch**

**Address: G.S. Road, Bhangagarh, Kamrup District, Guwahati – 781005 (Assam).**

- Note:**
- a. **GST @18% is inclusive of the above transaction fees.**
  - b. **The Transaction Fees is not refundable.**
  - c. **The receipt of Transaction Fees payment along with Tender Event No must be mailed to [pchitrnanjan@mstcindia.co.in](mailto:pchitrnanjan@mstcindia.co.in) and [sroy@mstcindia.co.in](mailto:sroy@mstcindia.co.in) from your registered email ID.**

*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 responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, P.O. – Parbatpur, Dist. – Dibrugarh (Assam) PIN – 786623 (Tel No. -0374-2507092 / 0374-2507167).*

BVFCL – NAMRUP

Tender Documents**MATERIAL HANDLING DEPARTMENT****TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE:** 28/12/2020**WORK SPECIFICATION****DETAILS OF WORK**

Sl. No.	Job / Activity	Unit of measurement (Mandays)	Quantum of work annual (Mandays)
1	<p>Supply of unskilled manpower for various miscellaneous jobs in Bagging Plant-II and Bagging Plant-III. As per the following details of Scope of works-</p> <ol style="list-style-type: none"> <li>1. Assistance in documentation &amp; record keeping in the general shift offices</li> <li>2. Delivery of daks containing daily reports and other correspondence papers to various plant site offices and from Central Truck Loading Centre (CTLC)</li> <li>3. Collection of essential consumables like lubricants, thread spools, needles, office stationeries etc. from main stores</li> <li>4. Assistance in lubrication of plant machineries and equipments</li> <li>5. Assistance in various off site jobs related to plants in exigencies</li> <li>6. Transfer of shabby and non-conforming urea from bagging plants to dilution tanks at Urea-II &amp; Urea-III for further processing.</li> <li>7. On-site assistance for and during Neem oil injection at both the Bagging Plants.</li> <li>8. Execution of any other assigned jobs as per the instructions of the Plant-In-Charge</li> </ol>	<b>Man days</b>	<b>1878 Man days</b>

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Executive In-Charge

**BVFCL – NAMRUP****Annexure 'C'****Tender Documents****MATERIAL HANDLING DEPARTMENT****TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE: 28 /12/2020****QUALIFYING REQUIREMENTS**

- 1) Should have PAN/TAN number. Valid copy of PAN/TAN to be submitted (attach self attested copy).
- 2) Should have Service Tax number (PAN based). Valid copy of Certificate issued by Central Excise Dept. required. (attach self attested copy)
- 3) Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept to be enclosed. (attach self attested copy)
- 4) Valid and Independent EPF Establishment code no. Copy of certificate to be enclosed (attach self attested copy).
- 5) 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 "1 "
- 6) 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 "2"
- 7) The contractor(s) / firm must have their Bank account with any core branch of STATE BANK OF INDIA or with UCO Bank, Namrup.
- 8) Average Annual Financial turnover during the last three years ending 31<sup>st</sup> March 2020, should be at least 30 % of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
- 9) Average Annual Financial turnover during the last three years ending 31<sup>st</sup> March 2020, should be at least 30 % of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm. If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
- 10) Experience of having successfully completed works as mentioned above during last seven years, 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 cost.
  - Or
  - (b) Two similar completed works as mentioned above each costing not less than the amount equal to 50 % of the estimated cost.
  - Or
  - (c) One similar completed work as mentioned above costing not less than the amount equal to 80 % of the estimated cost.

**Note: Similar work means maintenance & manpower supply work.**

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- 11) **\*Documentary proof (Execution 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.
- 12) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid.
- 13) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
- (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
  - (ii) 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.
  - (iii) Society: Registration certificate issued by Registrar of societies.
  - (iv) 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 (\_\_\_\_\_)



BVFCL – NAMRUP

Tender Documents

**MATERIAL HANDLING DEPARTMENT**

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28/12/2020

**INSTRUCTIONS TO BIDDERS**  
**(For Two Part Bid System)**

Above tender is in two Bid System (Techno Commercial Bid & Price Bid).

- 1) The tender is to be submitted in two parts viz a) Techno Commercial bid and (b) Price/rate bid.
  - a) **Techno-Commercial Bid**-The Technical Bid Application and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted online.

BVFCL reserves the right to accept or reject any or all tenders without assigning any reason thereof.
  - b) **Price Bid**-The price bid should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/ bypassed.
- 2) After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 3) All the columns in the tender form should be filled without leaving blank any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
- 4) Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price/ rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per the applicable guide lines issued by BVFCL in this regard, shall prevail.
- 5) The rate(s) quoted will be valid for the period of contract.
- 6) The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract.
- 7) NIT and Tender documents can also be downloaded from our website [www.bvfcl.com](http://www.bvfcl.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). The interested parties may also download the tender documents from the above websites and submit the same, duly filled in.

**BVFCL – NAMRUP****Tender Documents****MATERIAL HANDLING DEPARTMENT****TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE: 28 /12/2020****TENDER EVALUATION CRITERIA**

The evaluation of the Tender will be carried out as follows:

1. BVFCL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience, etc.
3. Price Bids will be opened on scheduled date & time. Participation/ witness in price bid opening will be allowed to only Techno-Commercially accepted bidders.
4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
5. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on guidelines issued by BVFCL in this regard.

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BVFCL – NAMRUP

Tender DocumentsMATERIAL HANDLING DEPARTMENT

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28 /12/2020

CONTRACTOR'S OBLIGATIONSA) CONTRACTUALTowards selection, control and supervision of employees

- 1) Contractor and/or his authorized representative will be solely entitled to instruct the workers, employed by him, about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- 4) **Age of workers:** The contractor shall not employ any person who has not completed 18 years of age. Also age of worker deployed should not exceed 60 years. Documentary evidence of Date of Birth along with list of workers shall be submitted by the contractor to personnel Department within seven days of issuance of work order.
- 5) Contractor to ensure that the employees deployed in the premises of BVFCL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BVFCL Namrup on account of indiscipline of contractor's employee such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 7) The contractor, on advice of authorized BVFCL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BVFCL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission of authorized BVFCL officials.
- 8) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BVFCL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 9) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

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- 10) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- 11) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BVFCL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- 12) Tools, tackles and materials: Contractor shall provide to his employees all tools, tackles, material, equipments if and as required and as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BVFCL shall not have any liability for these tools, tackles, equipments or material.

**B) Towards statutory liability**

- 1.As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- 2.Contractor shall indemnify BVFCL against all claims by statutory authorities and losses under various Labour Laws, including Employee's compensation under Employees' compensation Act, 1923, statutes or any civil or criminal law in connection with employees deployed by him.
- 3.Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating department who shall record under his signature at the end of entries in the Register of wages.

**C) Towards Finance**

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per price bid.

BVFCL – NAMRUP

Tender DocumentsMATERIAL HANDLING DEPARTMENT

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28 /12/2020

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.**1) SECURITY DEPOSIT**

- 1.1. Performance Security Deposit (PSD) shall be 3 % of the contract value
- 1.2. 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 favor 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 favor 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.

**2) Stamp duty applicable as per Indian Stamp Act 1899 shall be payable by the contractor.****3) LABOUR LICENCE AND OTHER REQUIREMENTS:-****(a) Labor 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 licence (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.

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- 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.
- iv) The coverage shall be of Rs. 1 lakh per individual. The sum assured (Rs. 1 lakh) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) 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. 1 lakh to the nominee/ legal heir of such deceased contract worker.

**4) APPOINTMENT AND ENTRY IN FACTORY PREMISES :**

- 4.1 The contractor shall submit the following to HR, contracting / executing department and CISF
  - (a) The details of the workers proposed to be deployed in Annexure-3.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days, failing which he may be discontinued. In absence of 'character certificate', police verification report should be submitted.
  - (c) Copy of employment card issued by contractor to his own workers. – Annexure - 4
  - (d) Proforma for issuance of photo identity card to contractor's employees (along with two passport sized photographs).
- 4.2 After submission of documents as in para 4.1, the proforma, duly filled in, for identity card shall be forwarded by HR department to CISF, which shall then issue the photo-identity card to the contractor. CISF shall authorize the contractor's employee to enter the factory premises initially for a period of three months. The contractor shall issue identity card to his employee, along with engagement letter. A copy of the same shall be submitted to HR department.
- 4.3 The photo gate passes shall have to be revalidated every three months preferably on the last working day of the quarter or any other date fixed to do so. In absence of such revalidation, CISF shall not allow any contractor's employee to enter the premises of BVFCL, Namrup.
- 4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R & A) Central Rules. A copy of this format is annexed as Annexure 5.

**5) ATTENDANCE AND PAYMENT OF WAGES**

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and his own employee.
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- b) The contractor shall pay minimum wages, as applicable, of the Appropriate Government and in addition shall also pay to his employees the additional amount, in accordance with the components mentioned in Annexure 6, preferably through Bank account.
  - c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
  - d) The contractor shall make payment to his own employees before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BVFCL.
  - e) The contractor shall deduct PF contributions from the salary of his employees and remit the same along with employer's contributions through cheques / online transfer favoring RPFC with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> of each month. This payment is not linked with the bill payment by BVFCL and the company shall not be responsible for any interest or penalty on account of delay in PF remittances under EPF&MP Act, 1952 and schemes framed there under.
  - f) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting / executing department. The authorized representative shall retain a copy of wage payment sheet with him.
  - g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

## 6) **PAYMENT 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., in the format as in Annexure 7 annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
  - c) PF challans 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 as per Annexure 8.
  - 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 service tax paid
  - j) Proof of Personal Accident Insurance Policy along with bill
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The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & as in Para 6 above forward them to Finance Department. Copies of Documents mentioned under Point 6(b), 6(c) and 6(d) must also be submitted to HR department.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS, will make payment to the contractor. License fees payable by the contractor workers who have been allotted with Corporation's quarters for residential use shall be deducted from the concerned Contractor's bills. In case of vacation of such quarters, the occupant/ Contractor shall require to intimate in advance at least 7(seven) days before the date of vacation in the prescribed format available with the Administration Department.

## **7) PROVIDENT FUND**

- a. The contractor should get independent EPF code before deployment of his worker against work contract.
- b. 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.
- c. 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.
- d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, whenever due.
- e. 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.

### **7.1 PF CONTRIBUTION:**

Employee's Contribution	Employer's Contribution
12% of Normal wages paid (Max. Wage Rs.15000/- on Employee's/ Employer's Contribution)	PF Contribution 3.67% PF Insp/ Admn Charges 0.50% EDLI Charges 0.5% Pension Fund (EPS) 8.33% <hr/> Total 13.00%

**7.2** 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 / executing department with a copy/soft copy to HR and Finance Departments.

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

- 8.1 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 :-
  - a) Form XIII - Register of Workmen employed by contractor (Rule 75)
  - b) Form XIV - Employment Card issued by contractor (Rule 76)



- 
- c) Form XVI - Muster Roll 78(1) (a) (i)
  - d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
  - e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
  - f) Form XIX - Wage Slip (Rule 78)(1) (b)
  - g) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii))
  - h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
  - i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
  - j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
  - k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

8.2 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

#### **9) 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 /executing department and HR department.

#### **10) LEAVE WITH WAGES TO THE CONTRACTOR'S EMPLOYEES:**

Guidelines as per Factories Act, 1948 and Assam Factories Rules, 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor. Other provisions of Factories Act 1948 should strictly complied by the contractor.

#### **11) INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION :**

- a. BVFCL Namrup shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BVFCL Namrup. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- b. That BVFCL-Namrup will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BVFCL-Namrup. If any such claim is made against BVFCL-Namrup by any worker or his heirs engaged/employed by the contractor, which BVFCL-Namrup is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BVFCL-Namrup premises or otherwise, the contractor will be liable to indemnify/reimburse BVFCL-Namrup all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BVFCL- Namrup against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- c. The Contractor has to make an agreement with BVFCL in the format prescribed only on Rs. 10/- Non-Judicial Stamp Paper. Draft format attached as Annexure 9.

## 12) **OTHER GENERAL TERMS AND CONDITIONS:**

### **Legal compliance**

- a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). PF contribution, as may be applicable, is the sole responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) The Contractor shall compensate BVFCL for any loss or damage to the plant/property, material of BVFCL due to his workmen/representatives' negligence or otherwise during execution of work.
- d) In the event of contractor abandoning the work or BVFCL revoking the contract BVFCL shall have a right to get incomplete work completed at contractor's risk and cost. BVFCL shall have a right to terminate the contract at any time without assigning any reason thereof.
- e) Acceptance of the tender will rest absolutely with BVFCL Management, who at its discretion can accept the lowest or any tender or offer at the rates quoted in/by the lowest bid and also reserves the right to reject any or all tenders without assigning any reason or giving any explanation thereof.
- f) The tenderer(s) will be deemed to have satisfied himself / themselves as to the nature of the site, local facilities and all matters effecting the execution and completion of the work. No claim for extra charges consequent upon any misunderstanding or otherwise will be allowed.
- g) Address for communication of the bidder must be proper and must not belong to any BVFCL quarter allotted to its employees for residential purpose.
- h) Should the contractor's preparation for the commencement of the work or any portion of it or his subsequent rate of progress for any cause, wherever, go slow that in the opinion of the Management(which shall be conclusive),the contractor will be unable to complete the work or any portion thereof, as agreed upon or he neglects to comply with any directions given to him by the company in any respect, the company shall have powers to declare the contract to be at an end in which case the Contractor shall be liable for any expenses, loss or damage which the Company incur, or sustain by reason or in connection with contractor's default.
- i) The contractor(s) shall not assign or sub-let the contract or any part thereof or allow any person interested therein in any manner whatsoever without the special permission of the company in writing. Any breach of this condition shall entitle the company to take such steps as may be deemed necessary and also terminate/short-close the contract, without assigning any reason thereof. The contractor(s) shall be liable for payment to the company in respect of any loss or damage arising or accruing out of such cancellation. The permitted sub-letting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the Corporation and shall not relieve the contractor of any responsibility under the contract.

- 
- j) In case of non-satisfactory work or non-compliance to any of the terms and conditions of the contract the company may resort to banning the business dealings with the contractor or take any necessary action, as deemed fit.
- k) **FORCE MAJEURE.**
- i) Neither the contractor nor the company shall be considered in default in performance of its obligation hereunder, if such performance is prevented or delayed because of hostilities, revolution, flood, earthquake, civil commotion or because of any law and other, proclamation, regulation ordinance of any Govt. or any sub-division, thereof, because of any Act of Govt. or for any other cause beyond the reasonable control of the party affected.
  - ii) Should one or both parties be prevented from fulfilling contractual obligation by Act of the State or force majeure lasting continuously for a period of six months, the two parties shall consult together, regarding the future execution of the Agreement.
- l) Security deposit will be released on submission of following certificates from departments mentioned as under:-
- i) Satisfactory Completion of work and certification of payment of minimum wages to employees from contracting /executing department.
  - ii) Certificate of compliance of labour laws from Contracting /Executing Deptt. and verified by HR department.
  - iii) Certificate of payment of Bonus by Contracting /executing Deptt. and verified by HR Department.
  - iv) Certificate from Administration Department that no dues are pending on account of the Quarter occupation by the Contractor / Contractor's employees
  - v) No dues certificate from contractor regarding Service Tax payment & any other dues liable to be remitted by contractor under Financial Laws to Finance department.
  - vi) In case of non-satisfactory performance of the contractor, BVFCL shall have a right of forfeiting the security deposit, in part or in full. In case of any dispute decision of concerned Head of the Department will be final.
- m) GDCC of the Corporation shall form part of the NIT and the work order. Soft copy of the GDCC is uploaded on the company's website except Arbitration Clause no.71 , which should be as per clause no.19 of NIT

### **13) RISK & COST:**

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BVFCL-Namrup shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BVFCL. BVFCL shall be entitled to recover the difference in cost, if any incurred by BVFCL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

### **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.

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**14) SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.:**

BVFCL reserves the rights to evaluate the bid as per BVFCL policy and Govt. guidelines including CVC / Vigilance guidelines through its tender committee duly constituted by BVFCL Management. The decision of BVFCL, Namrup Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

**15) CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BVFCL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need-to-know basis, without the prior written permission of BVFCL.

**16) TERMINATION**

In case of the services of Contractor is/are not considered satisfactory, BVFCL shall have the right to terminate the contract without assigning any reason whatsoever after giving 1(one) month's notice in writing.

**17) SUSPENSION**

BVFCL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

**18) JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Dibrugarh Courts only.

**19) ARBITRATION:-**

19.1 Except otherwise provided in the contract all matters, questions, disputes, differences whatsoever which shall at any time arise between parties hereto touching the construction, meaning or operation or effect of the contract or out of the 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, 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 Dispute Resolution".

19.2 Arbitration proceedings shall be governed by ICADR Arbitration Rule, 1996.

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

BVFCL is committed to a corruption free work environment. All the purchase and service commitments of BVFCL will be honored without the citizen having to pay any bribe. In case any person demands any bribe it is the duty of a responsible citizen to inform the matter to the Vigilance Office, BVFCL, Namrup, P.O. – Parbatpur, Dist. – Dibrugarh (Assam), PIN - 786623 (Phone no. 0374 – 2507092/2507167).

**Annexure - 1****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.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder's Name:

Seal:

Date:

Place:

.....

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

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**Annexure 2****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.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder's Name:

Seal:

Date:

Place:

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I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

Executive In-Charge

**Annexure 4**

## FORM XIV

( See Rule 76 )  
**Employment Card**

Name and address of Contractor : .....

Nature of work and location of work : .....

Name and address of Establishment  
in/under which contract is carried on : .....

Name and address of Principal  
Employer : .....

1. Name of the workmen : .....

2. Serial No. in the register of workmen  
employed : .....

3. Nature of employment/designation : .....

4. Wage rate with particulars of unit,  
in case of piece-work. : .....

5. Wage period : .....

6. Tenure of employment : .....

Remarks. : .....

*Signature of contractor.*

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge



## Annexure 5

## FORM XIII

[ See Rule 75]

## Register of workmen employed by contractor

Name and address of contractor : .....

Name and location of work : .....

Name and address of Establishment in/under  
which contract is carried on : .....

Name and address of Principal Employer : .....

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

## Annexure-6

## Suggested Wage Rates

Sl. No.	Minimum wage and other components	Rate of wages w.e.f. <b>01.04.2020</b> as per Central Govt. notification (in Rs.)		
		Unskilled (Unlisted)	Unskilled (Listed)	Semi-skilled (Unlisted)
1	Minimum wage	420	420	492
2	Off day	Included with daily wages	Included with daily wages	Included with daily wages
3	Festival Holidays(7 days/Year)	8.05	8.05	9.44
4	Paid Holidays including 03 National Holidays ( 9 days/Year)	10.36	10.36	12.13
5	Annual Leave (18.25 days/Year)	21	21	24.6
6	LTC (12.5 days/year)	14.38	14.38	16.85
7	PF (12% on the wages)	50.40	50.40	59.04
8	Administrative charge towards PF + EDLIS @ 1%	4.20	4.20	4.92
9	Social benefit(30 days/year)	11.51	34.52	13.48
10	Compensation wage	18.00	18.00	21
11	Additional Compensation wage for unskilled category	5.00	5.00	
Total		562.90	585.91	653.46

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

## Annexure-7

**MATERIAL HANDLING DEPARTMENT****TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE:** 28/12/2020

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_ 20\_\_\_\_

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT .	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%					PF + EPS+ EDLI	Admin Charges
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
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21.												
22.												
23.												
24.												
25.												
26.												
27.												
28.												
29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR

.....

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

**Annexure 8**

**Form XVII**  
**[See Rule 78(1) (a) (i)]**  
**Register of wages**

Name and address of contractor:

Name and address of Establishment in/under which contract is carried on:

Nature and location of work:

Name and address of principal employer:

Wage Period: Monthly

							Amount of wages earned					Deductions, if any, (Indicate nature)	Net amount paid	Signature/ Thumb impression of workman	Initial of contractor or his representative
Sl. No.	Name of Workman	Serial No. in the register of workman	Designation/ nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate	Basic wages	Dearness Allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

I/We agree with the above  
 Signature of Contractor with Seal

Executive In-Charge

**Annexure 9****A G R E E M E N T (DRAFT)**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR OF TWO THOUSAND AND \_\_\_\_\_, effective as on \_\_\_\_\_

BETWEEN

M/s. \_\_\_\_\_ (Hereinafter called the "The Contractor" (which expression where the context so admits shall include party's heirs, executors, administrators and assigns) of the ONE PART.

AND

M/S BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD, Namrup a Company registered under the Companies' Act 1956 having its registered office at Namrup, P.O. Parbatpur, in the State of Assam (hereinafter called 'The Company' which expression where the context so admits shall include its successors and assigns) of the OTHER PART.

AND

WHEREAS THE Company is desirous of utilizing the services of the Contractors for the work – \_\_\_\_\_ vide NIT No. \_\_\_\_\_ dated \_\_\_\_\_ and Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

AND WHEREAS THE Contractor has agreed for the execution of the said job in BVFCL

NOW THEREFORE IT IS AGREED AS FOLLOWS:

In consideration of the payments to be made to the contractor on the basis as set forth, the contractor shall execute with due care, promptness, accuracy and workmanship, the aforesaid job contained in the W.O. as mentioned in the Para 4 above for a period of one year i.e. from \_\_\_\_\_ which period shall be at the discretion of the company terminable by giving clear seven days notice.

The security deposit (10% of Contract value) shall be refunded to you on satisfactory completion of the contract, subject to production of an absolute "No Demand Certificate" from Personnel Department and on receipt of request from the contractor for release of Security Deposit.

In the event of breach of any of the terms and conditions of the contract or in the event of anything becoming payable by the contractor to the company, the company will be entitled to forfeit or confiscate the whole or any portion of the security deposit as it may deem fit.

Forfeiture of the security deposit or any portion thereof shall not in any way effect relief or remedy to which the company may otherwise be entitled.

On breach of any of the terms and conditions of the contract set forth herein by the contractor, the company reserves the right to terminate the agreement forthwith and the contractor shall be liable for any

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

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 such loss or damages to the company arising on account of such breach . In the event of any breach of the terms and conditions of the contract, the company shall have power to employ such labour(s) and means as may be decided upon by the company to carry out the aforesaid work at the risk and cost of the contractor as if it had been carried out by the contractor under the terms of the contract.

The company shall, without prejudice to its other rights and remedies at all times be entitled to deduct from the contractor's bill any money due , on account of loss/damage or injury or accident or otherwise, under any of the clauses and provision of the contract from any money due or payable to the contractor or at the company's discretion from the amount of security deposit with the company or if the company so thinks fit, the company shall be at liberty to bill the contractor for any such claims as aforesaid and recover the same and all expenses thereby incurred, by the due process of law .

The contractor shall make good the loss to the company, if any fire takes place due to the reasons attributable to its workmen working under the contract.

In all cases of any dispute the decision of the Corporation shall be final, failing which the matter will be referred to Arbitration under ICADR Arbitration Rules, 1996.

The documents noted hereunder shall form part of this agreement:

- NIT No. \_\_\_\_\_ dated \_\_\_\_\_
- Tender dated \_\_\_\_\_ consisting of EMD, Technical and Price Bids of M/s. \_\_\_\_\_ (contractor)
- Letter dated \_\_\_\_\_ of M/s. \_\_\_\_\_ (contractor) agreeing to accept the Work order.
- Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

IN WITNESS WHEREOF THE parties hereto have signed on the dates set under their signatures

Contractor

For and on behalf of  
 Brahmaputra Valley Fertilizer Corporation Ltd

(N.M. Das)  
 Additional Chief Engineer (M), HOD (MH)

Signed in presence of:

(Signature, name & full address)

(Signature, name & full address) Witness1  
 Witness2

MODEL ARBITRATION CLAUSE  
FOR ARBITRATION OF CONTRACTUAL DISPUTES

Parties to a contract, who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR Act as appointing authority and/or provide administrative services, may use the following clauses;

- ✓ If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deliver there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.
  - ✓ The authority to appoint the arbitrator(s) shall be the international Centre for Alternative Dispute Resolution.
  - ✓ The international Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996.
- a) The number of arbitration(s) shall be \_\_\_\_\_
- b) The language of the arbitration proceeding shall be English
- c) Specific qualification of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.
- d) The place of arbitration proceedings shall be at NAMRUP, DIBRUGARH DIST, ASSAM

ICADR-7

This supersedes arbitration clause No.71 Page - 35 & 36 of the GDCC.

BVFCL – NAMRUP

Annexure - H

Tender Documents**MATERIAL HANDLING DEPARTMENT**

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28/12/2020

**MEASUREMENT OF WORK AND PAYMENTS THEREOF**

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following: -

Sl.No	JOB/ACTIVITY	Department/ Sections	No. of Workers deployed by the contractor	UNIT OF MEASUREMENT (Man days)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

- 3) Payments will be made to the contractor on the basis of work carried out by him.
- 4) All payments will be subject to deduction of income tax at source as per Income Tax Act and as per the applicable Rules.
- 5) Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BVFCL official, nominated for the same.

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge



**ANNEXURE - I****INTEGRITY PACT**

**(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and BVFCL.)**

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) hereinafter referred to as "The Principal",  
AND

..... hereinafter referred to as "The Bidder/Contractor™"

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract/s for.....

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Action 1: Commitments of the Principal.**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution. The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2: Commitments of the Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to

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 others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to [EMs and shall wait for their decision on the matter.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4: Compensation for Damages**

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6: Equal treatment of all Bidders / Contractors / Sub-contractors.**

In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub- Contractor.

The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors,

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The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/Monitors**

The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. .

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.,

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non ~ Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Chairman & Managing Director,, BVFCL within & to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations,

Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board,

If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "Monitor" word include both singular and plural.

**Section 09: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

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 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL,

#### **Section 10: Other Provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like Warranty/Guarantee etc shall be outside the purview of the IEMs.

In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)  
 (Office Seal)

(For & on behalf of Bidder/Contractor)  
 (Office Seal)

Place :  
 Date :

Witness 1:  
 (Name & Address)

Witness 1:  
 (Name & Address)

.....  
 .....  
 .....

.....  
 .....  
 .....

Witness 2 :  
 (Name & Address)

Witness 2:  
 (Name & Address)

.....  
 .....  
 .....

.....  
 .....  
 .....

.....  
 I/We agree with the above  
 Signature of Contractor with Seal

Executive In-Charge

**ANNEXURE - J****TENDER ENQUIRY NO. 21/BP/MPS/002/139****DATE:** 28 /12/2020**BID SECURITY DECLARATION FORM**

To,

Addl. Chief Engineer (Mechanical)  
H.O.D. (Material Handling)

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 you during the period of bid validity
- (i) fail or refuse to execute the contract if required or  
(ii) fail or refuse to furnish the performance security, in accordance with the instructions to bidders.

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  
(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

Full address .....

.....

.....

I/We agree with the above  
Signature of Contractor with Seal

Executive In-Charge

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD: NAMRUP**  
**MATERIAL HANDLING DEPARTMENT**

TENDER ENQUIRY NO. 21/BP/MPS/002/139

DATE: 28/12/2020

**PRICE BID**

Name of work: "Supply of unskilled manpower for various miscellaneous jobs at Bagging –II & Bagging - III Plants". Estimated amount **Rs. 1397714.00 (Rupees Thirteen Lakh Ninety Seven Thousand Seven Hundred and Fourteen only)** including tax.

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

Sl. No	Particulars	Total quantity (Man-day)	Rate per Man-day (In Rs.)	Total Amount (in Rs.)
1.	Minimum Wage	1878	420.00	788760.00
2.	Other benefits like Annual Leave, Holidays, LTC, Social benefit etc.	1878	88.30	165827.40
3.	Extra additional benefits payable to listed workman	1252	23.01	28808.52
4.	PF contribution @ 12% Plus administrative charges @ 1% on wage	1878	54.60	102538.80
5.	Contractor's profit wage in rupees over minimum wage	1878		
Total :				

(Rupees ..... )

Goods & Service Tax and Bonus as applicable will be extra at actual.

Signature:

Name of the tenderer in full (In block letters).....

Full address .....

.....

Tel / Mobile No.....

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

.....

I/We agree with the above  
 Signature of Contractor with Seal

Executive In-Charge