

# **TENDER DOCUMENTS**

## **FOR**

**Supply of 08 Nos. of Unskilled Contractual Labour for various running, preventive & break-down maintenance jobs for Mechanical Department of Urea & Bagging-III plants.**

**NIT No.: N-III/Mech-55/UB-III/20/Cont-172/5900**

**Date: 25.04.2020**

**BVFCL, NAMRUP**



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
MECHANICAL DEPARTMENT**

**Total : 29 pages**

To,

All Notice Board, BVFCL Website & CPP Portal

Copy to: D.F.M:- Kindly depute your representative on 21.05.2020 at 03:30 PM for opening tender.

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**WORK SPECIFICATION / SCOPE OF WORK**

Sl No.	Job / Activity	Unit of Measurement	Quantity
1	<p>Supply of 08 Nos. of Unskilled Contractual Labour for various running, preventive &amp; break-down maintenance jobs for Mechanical Department of Urea &amp; Bagging-III plants.</p> <p>Period of Contract: 01 Year</p> <p>(The contractor shall deploy contractual workers in the jobs as per requirement and instruction of the Engineer-in-charge)</p>	Manday	2504

**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-VIII.
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-IX.
6. Average Annual Financial turnover during the last three years should be at least 30% of estimated amount. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
7. 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**).
8. The bidder must attach self attested copy of experience for supply of unskilled manpower for assisting in various running, preventive & break-down 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.
9. 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.
10. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid.
11. 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.
  - d. 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 (\_\_\_\_\_).

**INSTRUCTIONS TO BIDDERS**

(For Two Part Bid System)

The above tender is in two bid system (Techno Commercial Bid & Price Bid).

1. The tender is to be submitted online. **The tender is to be submitted online in two parts as follows:**
  - 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 in 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 statutory requirements and liabilities like PF, minimum wages, etc. However GST, Bonus shall be payable extra as applicable.
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. The contract can be extended further on mutual agreement on same terms, conditions and rates for a period of one year on satisfactory completion of work and at the discretion of BVFCL.
7. The Minimum wage (As Per Govt. Notification) and other related components are mentioned at Annexure - XIII. While quoting the rates, the bidders are not allowed to change the rates mentioned in the 'Price Bid' towards Minimum wage and other components. The Bidders are allowed to quote against the Contractor's Profit in rupees only.
8. BVFCL may go for Reverse Auction towards Contractor's Profit only after Techno-commercial evaluation instead of submitted related Price Bid. Bidders, hereby, confirm their participation in Reverse Auction along with Techno-Commercial Bid.

**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. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
4. 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, shall prevail.

**CONTRACTOR'S OBLIGATIONS****A) Towards 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 his 18 years. Also age of worker deployed should not exceed 60 years.
- 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 then 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.
- 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.

**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 division 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 payment of wages to his employees etc. Rates are to be as per price bid.



**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.**

**1. SECURITY DEPOSIT:**

Performance Security Deposit (PSD) shall be 10% 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 10% 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) 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.
- iv) 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.
- 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. 2 lakh to the nominee/ legal heir of such deceased contract worker.

4. APPOINTMENT AND ENTRY IN FACTORY PREMISES :

The contractor shall submit the following to HR, contracting department and CISF

- i) The details of the worker proposed to be deployed in Annexure-X.
- ii) Recent 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', recent police verification report should be submitted.
- iii) Copy of employment card issued by contractor to his own worker - Annexure XI
- iv) Proforma for issuance of photo identity card to contractor's employees (alongwith two passport sized photographs).

After submission of documents as in Para-4, 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, alongwith engagement letter. A copy of the same shall be submitted to HR department.

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.

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-XII.

5. ATTENDANCE AND PAYMENT OF WAGES

- i) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and his own employee.
- ii) 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-XIII, preferably through Bank account.
- iii) 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.
- iv) 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.
- v) The contractor shall deduct PF contributions from the salary of his employees and remit the same alongwith employees' 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 15th 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.

- vi) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- vii) 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.
- viii) Taxes & duties, if and as applicable, shall be deducted from contractor's bills.

## 6. PAYMENT OF BILLS

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 Mechanical 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.

- i) Copy of Measurement Book entries/Statement of work done by the Contractor
- ii) Statement of Minimum Wages of employees deployed by him under the contract, PF., statutory deductions etc., in the format as in Annexure-XIV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- iii) 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.
- iv) Wage payment sheet, duly verified by the authorized representative of the executing department, for the bill period as per Annexure XV.
- v) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- vi) List of Contractor's employees covered under Accident Insurance Policy
- vii) Statement of material supplied by the contractor, if any
- viii) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- ix) Copy of Challan of previous tax paid
- x) Proof of Personal Accident Insurance Policy along with bill

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(ii), 6(iii) and 6(iv) 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 from the date of vacation in the prescribed format available with the Administration Department.

## 7. 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.

### **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.

## 8. 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) Form XIII - Register of Workmen employed by contractor (Rule 75)
- ii) Form XIV - Employment Card issued by contractor (Rule 76)
- iii) Form XVI - Muster Roll 78(1) (a) (i)
- iv) Form XVII - Register of Wages (Rule 78) (1) (a) (i)
- v) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- vi) Form XIX - Wage Slip (Rule 78)(1) (b)
- vii) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii)
- viii) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- ix) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- x) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- xi) Form XXIV - 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.

## 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 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

- i) 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.
- ii) 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.

12. 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.

However, the Management has the right to give 7(seven) days written notice to the contractor, if his work is found unsatisfactory, warning him about the bad state of work and asking him to improve upon the standard within the above period. In the event, if the Management finds that there is no improvement of work and the work is not being carried out to the required standard, the Management has the right to terminate the contract and in that case the Security Deposit shall stand forfeited.

13. BRIEF DESCRIPTION OF THE SCOPE OF WORK AND RESPONSIBILITIES:

- i) The jobs are connected with plant maintenance activities.
- ii) The contractor has to supply 08 Nos. Unskilled labour per day.
- iii) The contractor shall be ready to engage his personnel on information by the site-in- charge of BVFCL in shift & general shift as and when required. Therefore contractor or his representative should be always in touch with the site-in-charge of BVFCL. It will be the responsibility of the contractor to ensure that his personnel so engaged are present in pre-defined section so that maintenance jobs remain continued.
- iv) The job shall be started immediately on LOI/written order.

14. OTHER GENERAL TERMS AND CONDITIONS:-

i) **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 will be deemed to have satisfied him / 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) All Safety measure and gears required for the deployed manpower shall have to be arranged by the contractor and to be followed strictly.
- h) All statutory labour regulations shall be binding on work order of this job.
- i) Job shall be executed as per the instruction of our Site-in-charge at all stages.
- j) Jobs during odd hours or holidays will have to be attended as per the instruction of site-in-charge.
- k) The jobs are connected with maintenance activities of the plants. Hence manpower shall be made available on round the clock basis as per the requirement.
- l) Attendance for the supply of manpower should be maintained by the contractor and to be got certified by respective site-in-charge of BVFCL on daily basis.
- m) Address for communication of the bidder must be proper and must not belong to any BVFCL quarter allotted to its employees for residential purpose.
- n) 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.

- o) 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/fore- 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 or 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.
- p) 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.
- q) 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 the date of vacation in the prescribed format available with the administrative department.
- r) **FORCE MAJEURE**
  - r 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.
  - r ii) Should one or both parties are 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.
- s) Security deposit will be released on submission of following certificates from departments mentioned as under:-
  - si) Satisfactory Completion of work and certification of payment of minimum wages to employees from contracting department.
  - sii) Certificate of compliance of labour laws from Contracting Deptt. and verified by HR department.
  - siii) Certificate of payment of Bonus by Contracting Deptt. and verified by HR Department.
  - siv) Certificate from Administration Department that no dues are pending on account of the Quarter occupation by the Contractor/ Contractor's employees.
  - sv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
  - svi) In case of non satisfactory performance of the contract, 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.
- t) 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

15. 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.

16. 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. (Draft format attached as Annexure – XVI).

17. 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.

18. 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.

19. 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.

20. 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.

21. JURISDICTION

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



22. ARBITRATION:-

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the matter will be referred to arbitration under the ICADR arbitration Rules, 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 services in accordance with the ICADR Arbitration Rules, 1996. (Format annexed in this regard as Annexure XVII)

For and on behalf of BVFCL

(M. P. Sinha)  
D.G.M (MAINT)

**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 Name: Seal:

Date :

Place :

## **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 Name: Seal:

Date :

Place:

**DECLARATION FORM: 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)  IF YES, PLEASE STATE WHETHER THE OWNER BELONGS TO SC/ST CASTE CATEGORY	YES / NO

## ANNEXURE-XI

List of Employees To Be Engaged by the contractor under TENDER ENQUIRY NO. -III/Mech-55/UB-III/20/Cont-172/5900 Dated: 25.04.2020

[illegible]

*NOTE: IF REQUIRED DATA CAN BE PROVIDED IN SOFT FORM*

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900

Date: 25.04.2020

## 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.*

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900

Date: 25.04.2020

**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

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**ANNEXURE-XIV**

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900

Date: 25.04.2020

**PRESENT RATE OF MINIMUM WAGE**

As per Ministry of Labour and Employment, Govt. of India, Order No- 1/36(3)/2019-LS-II Dated: 23.09.2019

Sl. no	Particulars	<i>As per Notification No 002/V/CL-7/2344 Dated: 26.12.2019</i>
1	Wages (Basic + DA)	` 403.00
2.	Off day	Included with daily wage
3.	Festival Holidays (7 days /year)	` 7.73
4.	Paid National Holidays including 03 National Holidays (9 days /year)	` 9.94
5.	Annual Leave (18.25 days/year)	` 20.15
6.	LTC (12.5 days/year)	` 13.80
7	PF @ 12%	` 48.36
8.	Administrative charges + EDLI @ 1%	` 4.03
9.	Social Benefits (10 days/year)	` 11.04
10.	Compensation Wage	` 18.00
11.	Additional Compensation wage	` 5.00
12	Contractor's profit	As per work order
Total (excluding contractor's profit, bonus & taxes)		541.05



**ANNEXURE-XV**

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900 Dated: 25.04.2020

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_20\_\_\_\_

WORK ORDER NO-----

CONTRACTING DEPARTMENT----- CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CA T.	NORMA L DAYS	OT DAYS	GROS S WAG ES	EMPLOYEES CONTRIBUTIO N DEDUCTION		OTHER DEDUCTI ON	TOTAL RECOV ERY	NET PAYA BLE	EMPLOYER'S CONTRIBUTIO N	
						PF 12%					PF + EPS+ EDLI	Admin Charges
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												

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

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**ANNEXURE-XVI**

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900 Dated: 25.04.2020

**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					Deducti ons, if any, (Indicat e nature)	Net amount paid	Signatur e/Thum impressi on of workma n	Initial of contr actor or his repre sentativ e
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/p iece rate	Basic wages	Dear ness Allo wances	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

Tender Notice No.: N-III/Mech-55/UB-III/20/Cont-172/5900

Date: 25.04.2020

**AGREEMENT (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 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

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.**

**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 (Mandays)
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				
<b>11</b>				
<b>12</b>				
<b>13</b>				

- 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 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.

**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 (₹)</u></b>	<b><u>Amount (₹)</u></b>
1.	Basic wage for supply of 08 Nos. of Unskilled contractual workers	2504 Mandays	541.05	13,54,789.20
2.	Contractor's Profit (in `.)	2504 Mandays		
3.	Provision for Bonus (₹ 403/- x 2504 x 8.33%)			84,059.03
Sub-total				
GST @ 18%				
TOTAL AMOUNT				

(Amount in words: - )

Earnest Money: ` \_\_\_\_\_

Bank Draft/Pay Order/ Journal no \_\_\_\_\_ Dt. \_\_\_\_\_

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.