

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
NAMRUP

Please reply to:
Chief Administrative Officer
BVFCL, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India.
CIN No: U24123AS2002GOI006786

Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: administration@bvfc.co.in . www.bvfc.co.in
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NOTICE INVITING TENDER NO. : ADMN/TRANS/LS/2019-2020
DATE OF ISSUE : 01.10.2019
TYPE OF BID: Two- bids system (Techno Commercial-bid and Price Bids)
BID OPENING: 21.10.2019 at 03:30 PM
ESTIMATED COST: Rs. 89,39,017.00 (Including bonus & GST)

On line tenders under two-bids system (Techno-Commercial bid and Price bid) are invited from experienced, Labour Licence (Central) & Provident Fund code number holder as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time for SUPPLY OF SKILLED (Driver) AND UNSKILLED(cleaner) LABOUR to work in different Department of BVFCL, Namrup.

Sl. No.	Name of jobs	Estimated Amount (Rs.)	Earnest money (Rs.)	Period of Contract
01	Engagement of 20(twenty) nos. Listed Skilled (Driver) labour & one Listed Unskilled (cleaner) to work in different department.	Rs. 89,39,017.00	Rs.1,34,000.00	Initially for a period of 01(one) year which may be extended for a another period of 01(one) year subject to satisfactory performance of the contract.

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

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1. **Tenderer(s) should upload scanned copy of following documents alongwith his/their Tender.**
 - i. Average Annual Financial turnover during the last three years ending 31st March,19, should be at least 30 % of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
 - ii) Experience of having successfully completed works as mentioned above during last seven years, should be either of the following:
 - (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
 - (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
 - (c) One similar completed works each costing not less than the amount equal to 80 % of the estimated cost.
 - ii. Valid Labour Licence issued by concerned authority/department(Central).
 - iii. Valid PAN card in his own / firm's name.
 - iv. Valid GST registration certificate in his own / firm's name.
 - v. Recent Financial resourcefulness certificate from any Nationalized bank.
 - vi. Valid PF registration Certificate and code no.

NB: Similar work means Supply of Skilled (Driver) & Unskilled (cleaner) labour in any Govt./PSU/Central Undertaking.

2. The Tenderers are required to upload scanned copy of Demand Draft/Bank pay challan (available on our website) towards required Earnest Money deposit.
If the EMD is submitted in form of DD that may please be drawn on any schedule bank in favour of Brahmaputra Valley Fertilizer Corporation Limited, payable at Namrup.
The EMD must reach the office of Chief Administrative Officer, BVFCL, Namrup within 10(ten) days of online opening date of the Bids.
3. The Tenders have to upload the scanned copies of Annexure-I, II & III duly signed & sealed.
4. In case of Holiday or Bandh day the next working day shall be considered for opening of the tender.
5. BVFCL is committed to a corruption free work environment. "All the above services and commitment 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 the responsible to inform the matter Sr.Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam-786623.

The tenderer(s) should carefully read and understand all the pages of NIT including terms & conditions and satisfy himself before completing the online bids.

(P.K.Bhattacharjee)
Chief Administrative Officer.

Enclo: Annexure-I, II and III.

I/We agree with the above

Signature of Contractor with Seal

GENERAL TERMS & CONIDITIONS

TERMS AND CONDITIONS:

1.Scope of work:

The entire work consists of purely Labour supply contract of Listed Skilled (Driver) & Listed Unskilled (cleaner) category to work in various department (Administration. Hospital, MM(T) ,fire & Elect. Maint (T) of BVFCL, Namrup. However, contractor must ensure the desired norms of Drivers (Skilled labour) as per provision of Motor vehicle Act. The drivers of the vehicle must have valid Professional driving licence (LMV, HMV & PSVBus) duly issued/signed by appropriate government authority.

2.Schedule of job:

Engagement of 20 nos. (twenty) Listed Skilled (Drivers) & 1(one) Listed Unskilled (cleaner) labour in different department of BVFCL Namrup as directed. However, the deployment of labour (Skilled/unskilled) will be need based and the same may decreased in case of less requirement.

The contractor will engage the Skilled labour (Drivers) in the jobs as required after consultation with and after confirmation from the Head of the concerned Deptt

3. EARNEST MONEY DEPOSIT

Quotations should accompany the required Earnest Money payment should be made in the form of a DD/Bank pay challan (available on our website) in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank /UBI, Namrup. D.D. payable at locations other than Namrup will not be accepted. Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE.

On finalization of the contract, the earnest money so deposited by the unsuccessful tenderers will be returned without any interest. The earnest money deposited by successful tenderer shall be returned without any interest after furnish the required security deposit.

4. SECURITY DEPOSIT:

The successful bidder should be furnished 10% security deposit of Contract value in the form of a Crossed Demand Draft, in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank/UBI, Namrup. D.D. payable at locations other than Namrup will not be accepted. Cheques would not be accepted in any case. The tenderer will, however, have the option to furnish a Bank Guarantee, Government Securities, FDR or any other form of deposit for security deposit within 30 days of receipt of letter of acceptance.

On satisfactory performance and completion of the period of contract in all respects the Security deposit will be returned to the contractor without any interest.

5. GENERAL CONDITIONS

- a. The successful tenderer(s) shall engaged required number of Skilled & unskilled (Driver & cleaner) labour as directed by Administration department. The contractor has to ensure that all the labourers put on the job are doing their daily jobs properly throughout the day and to ensure that the daily jobs are done properly.
- b. On their request they will be allowed Gate passes with photographs as the case may be at the cost of Contractor, who will be allowed to enter into the premises of the Corporation subject to the verification of their character antecedent by Police. In case, the Gate pass/Identity cards are lost it is the responsibility of the contractors to ensure that the gate pass/Identity Cards are not misused. It would be the responsibility of the Contractor to provide badge/token or any such item for easy identification of his labourers.
- c. BVFCL may conduct e-reverse Auction through service provider M/s Nextenders India (P) Ltd. after Techno-commercial evaluation & price bid opening of only successful tenders. Bidders have to confirm their acceptance.
- d. Any outstanding amount against the successful contractor arising out of availing any facilities of the corporation will be deducted from the bill(s) of the concerned contractor

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- e. The contractor shall not employ any person who has not completed his 18 years. Also age of worker/driver deployed should not exceed 60 years.
- f. The successful tenderer(s) should be responsible for the proper conduct of his persons. In case it is noticed that any of his staff/workmen is disrespectful or indulges in bad behaviors or commit thefts or tempers with any of the properties of the Corporation, the same should be replaced forthwith on receipt of the complaints. The contractor(s) will also be responsible for any loss suffered by the Management consequent to the conduct of his persons in the discharge of their duties relating to this work.
- g. The contractor shall not substitute any labour(skilled/unskilled) with another without the approval of the concerned authority. The management reserves the right for increasing/decreasing the nos. of contractor worker(skilled/unskilled) and close the contract in any stage during the tenure of the same at the discretion of management without any reason thereof.
- h. The Techno-commercial Bids will be opened online on stipulated date and time. The Techno-commercial Bids will be scrutinized in details in respect of NIT requirements.

6. COMPLIANCE OF VARIOUS LAWS :

- i. The contractor shall abide by all the statutory obligations under various statutory Acts and rules made there under and as amended from time to time in respect of their establishment and/or workmen engaged by him/them in which the contractor must have to obtain Licence from the office of the Regional Labour Commissioner & Licensing Officer (Central), Dibrugarh. The Contractor shall be liable to remit contribution of Provident Fund of his employees to EPF authority as per the provision of Employees Provident Fund and Misc. Provisions Act, 1952.
- ii. Under any circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the Contractor(s) for non-compliance of the aforesaid Acts and rules and any other laws applicable to Contractor(s) and/ or their establishment and the workmen engaged by him/them
- iii. In the event of any default on the part of the contractor in complying with the provisions of above Acts, the company shall be free to terminate the contract Agreement without notice and make such steps for protection of its interest as considered necessary at its discretion.
- iv. Payment of wages to his employees should be made as per the provision of the Payment of Wages Act, 1936 and the Contract Labour Act(R&A) Act, 1970 as amended from time to time, every month irrespective of clearance of bill(s). Payment to workmen shall be made in presence of the representative of the principal employer who shall retain a duplicate copy of the payment sheet. Intimation of the date of payment in each month should be given to the principal employer at least 7 days before from the date of intended payment. The payment of statutory dues is also to be made in presence of representative of Principal Employer. The place of disbursement should be any office building of BVFCL.

7. PERIOD OF CONTRACT:

The contract will be valid for a period of 1(one) year from the date of commencement of the contract and may be extended for another period of 1(one) year subject to satisfactory service during the contract period as well as requirement of the Corporation. However, Management reserves the right to give 15(fifteen) days notice to the contractor, if his work is found unsatisfactory warning him to control his persons asking them to improve upon. Even if there is no improvement on the part of his person(s), the contract may be terminated forthwith.

8. SUBMISSION OF MONTHLY BILL

The contractor(s) shall have to submit his monthly bill(s) after the completion of each month in respect of work done by him along with attendance sheet duly signed by authorized officials, payment sheet of previous month, Copy of self attested EPF deposit/payment Transaction successful certificate & confirmation report/ Challan, ECR copy along with a list of workmen whose EPF contribution are deposited as per challan etc. The bill will be verified by Administration Deptt. and sent to Accounts for payment. The payment will, however, be subject to the execution of the Agreement. The payment will be made after making statutory and other deduction as per rule, if any.

I/We agree with the above

Signature of Contractor with Seal

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9. 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, and earthquake or because of any law and other proclamation, regulation/ordinance of any Govt. of 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 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.

10. ARBITRATION

Matters related to contractual disputes shall be dealt in accordance with the ICADR, New Delhi (INTERNATIONAL CENTER FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.

11. EXECUTION OF AGREEMENT:

On acceptance of the tender, the contractor will have to execute an agreement on stamp paper of appropriate denomination at his own cost within 7(seven) days from the receipt of the work Order.

12. SPECIAL TERMS AND CONDITIONS:

- a. The tenderer must be a licenced contractor under Contract labour (Regulation and Abolition) Act 1970 and as amended from time to time.
- b. The tenderer shall abide by all the provisions of Contract Labour(R&A) Act 1970 and as amended, Minimum Wage Act, 1948, Factories Act, 1948, Industrial Disputes Act, 1947, Payment of Wages Act, 1936, Payment of Bonus Act., Employees PF & Misc. provisions Act 1952 , Workmen Compensation Act, 1923 , and their respective rules framed under each of the said Acts and as amended from time to time applicable to the tenderer and in case of failure to do so on the part of the contractor, the Corporation shall have the right to deduct from the tenderer's bill the expenses which are to the incurred in connection with any claim from any party including the person(s) engaged by the Contractor.
- c. The contractor will make payment of wages to his employees in accordance with Central Govt. Notification wage rate/scheme as revised from time to time. If there is any enhancement /revision of wages under Govt. Notification (Central) during the currency of the contract the corresponding increase, as applicable would be considered by BVFCL.
- d. The Contractor has to maintain a register of his employees/labour with the particulars shown in the proforma to be supplied for implementation of the provisions of Contract Labour (R&A) Act, 1970 and as amended.
- e. The address of the tenderer must not be of any BVFCL quarter allotted to any employee for residential purposes. The tender of such tenderer with whom there is any dispute with the corporation, will be straight way rejected. GDCC of the Corporation shall form part of the NIT and the work order.
- f. The whole work may be split up between two or more contractors accepted in part and not in entirely if considered expedient.
- g. To carry out any other duly assigned by the competent company officer within the terms of this contract to perform incidental and allied duties as may be required to be performed.
- h. The contractor shall ensure that any dispute between him and his employees' to settle outside the premises, property etc, for this purpose.
- i. The contractor shall take appropriate insurance cover from government insurance company under the Workmen's Compensation Act, 1923 for the requisite amount in respect of workmen (as future provisions). Insurance cover shall be obtained by the contract at his cost with in a fortnight of the commencement of the contract and copy of insurance cover to be sent to the company immediately.

I/We agree with the above

Signature of Contractor with Seal

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- j. The liability of any compensation for injury to his employees or other arising as result of duties by workmen shall be that of the contractor.
- k. With regard to the interpretation of the terms and conditions of this contract, the decision of the BVFCL, Namrup shall be final.
- l. For purpose of Civil/criminal jurisdiction arising out of this contract, the company's headquarters/head office shall be deemed to be at Namrup where the cause of action would deem to arise.
- m. The Corporation reserves the right to terminate the contract without assigning any reason what so ever with a notice of 10 days for the same.
- n. **Any bidder after submission of their on line bids, backs out at later stage in his own, will be debarred from participation of all future similar tender of BVFCL & their name will be put under "Holidays list" for one year.**
- o. Acceptance of tender will rest absolutely on BVFL Management, at its discretion, can accept the lowest or any tender and reserves its right to accept/reject any or all tenders without assigning any reason thereof or divide the tenders into two or three contractors, if required.

13. 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.

14. EXEMPTION OF TENDER FEES/EMD ETC.

- a. MSEs shall be given the benefits of issue of tender documents free of cost, exemption from submission of Earnest money deposit, price preference etc. as per Govt. Guidelines.
- b. SC/ST owned MSEs shall submit relevant SC/ST certificates and registration should remain valid at the time of bidding.
- c. Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular no.1(2)(1)/2016-MA dtd.10/03/2016 & F.20/2/2014-PPD (Pt)Dtd.20/9/2016 subject to meeting of. Quality & technical specification.

15. SUB-LETTING OF CONTRACT

The contractor(s) shall not assign or sub-let the contract or any part thereof. Any breach of this condition shall entitle to take such steps as may be necessary and also terminate the contract and also re-tendering. No power of attorney shall be accepted / entertained.

16. SUBMISSION OF TENDER

The Tenderers should quote the rates taking into account of daily minimum wage as per Govt. Notification (Central) wage rate and other benefit like EPF 12%, Admn charge and other applicable benefits and Contractors profit.

(GST and Bonus as applicable will be extra at actual.)

Tenderer(s) must submit/upload their quotation . "Techno- Commercial bid" and "Price bid) separately. Tender should be furnished in 2(two) bids i.e. "Techno- Commercial bid" and "Price bid".

A. Tenderer(s)/Agency(ies) should upload scanned copy of following documents along with his/their Technical bids:

I/We agree with the above

Signature of Contractor with Seal

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Eligibility criteria:

- i) Valid Labour Licence (Central) issued by the concerned authority/department.
- ii) Average annual financial turnover during the last 3 years, ending 31st March,19 of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet must be duly audited by Chartered Firm.
- iii) Experience of having successfully completed similar works during last 7 years, should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
 - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
 - c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

NB: Similar work means Supply of Skilled (Driver) & Unskilled (cleaner) labour in any Govt./PSU/Central Undertaking.

- i. Valid Labour Licence (Central) issued by the concerned authority/ department.
 - ii. Recent Financial resourcefulness from any Nationalized Bank
 - iii. Valid PF registration certificate and Code No. in his own Firm's/Agency's name
 - iv. Valid PAN/TAN card in his own Firm's /Agency's name.
 - v. Valid GST registration certificate in his own Firm's/Agency's name.
 - vi. DD/Bank pay challan (available on our website) towards required earnest money deposit.
 - vii. The tenderers have to upload the scanned copies of Annexure – I, II, and III duly signed & sealed.
- B. The price bids shall be opened online of only those tenderer whose Techno-Commercial bid is found acceptable.

NB: RATE QUOTED IN “PRICE BID” MUST BE EXCLUSIVE OF G S T & BONUS

THE TENDERER SHALL NOT UPLOAD ANY PAPER/DOCUMENTS WHICH IS/ARE NOT REQUIRED UNDER THE TERMS OF THE NIT. CONDITIONAL OFFER(S) WILL BE SUMMARILY REJECTED.

(P.K.Bhattacharjee)
Chief Administrative Officer.

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

Appendix-A

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 .

Note: Parties may consider adding the following.

- (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 _____

ICADR-7

This supercedes arbitration close No.71 Page- 35 & 36 of the GDCC.

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

Annexure-II

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO.Admn\Trans\LS\2019-2020**

Techno-Commercial Bid		
Sl.No.	Particulars	Bidder's Response
1	Status of the Contractor (Proprietorship/partnership/firm)	
2	Confirmation of furnishing Security Deposit ie.10% of Contract value as per NIT.	
3	Upload scanned copies of Average annual financial turnover of the last three years ending 31 st March,19 of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet duly audited by Chartered Firm.	
4	Upload scanned copies of work order(s) alongwith successful completion certificate of similar works.	
5	Upload scanned copy of recent financial resourcefulness certificate from any Nationalize Bank.	
6	Upload scanned copy of PAN NO. in his own name.	
7	Upload scanned copy of GST registration certificate in his own name.	
8	Upload scanned copy of DD/Bank Challan towards required EMD.	
9	Upload scanned copies of NIT (Annexure-I, II & III) duly filled and signed/sealed as confirmation of agreeing to all the terms & conditions of NIT.	
10	Upload scanned copy of valid Labour Licence issued by the concerned authority/department of Central Govt.	
11	Upload scanned copy of EPF registration certificate in his own name.	
12	Confirmation of participation in e-reverse auction	

Signature
Name of the Tenderer
Mobile No.....

ANNEXURE-III

(To be filled in and signed by the Tenderer)

To
The Chief Administrative Officer
BVFCL Namrup
P.O.Parbatpur-786623
Dibrugarh, Assam.

Sub: Supply of Skilled(Driver) & Unskilled(cleaner) labour.
Ref: NIT No.ADMN\TRANS\LS\2019-2020.

Having examined the condition of the contract, specification for the above work as detailed in your NIT NO.Admn\Trans\LS\2019-2020, I/we offer the rates as per the terms and conditions of the NIT.

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any charge in circumstances in future.

I/we undertake to deliver the whole of the work comprised in the contract within the time stated.

If the tender is accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum of Rs.....(Rupees.....)
only in form of deposit through DD/SBI challan no.....dtd..... is/are forwarded herewith as earnest Money. The entire amount (earnest money) shall be forfeited to the Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, if I/we do not sign the contract agreement in time or fail to deliver the work within the time specified in the work order of the contract. The said earnest money shall be retained by Brahmaputra Valley Fertilizer Corporation Ltd., Namrup.

Unless and until formal Agreement is executed and complete in all respect, no payment will be made by BVFCL Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive or is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that advocacy of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my/our having understood the terms and conditions and details of the contract, I/we hereby return the subject NIT after signing and affixing seals and seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

Yours faithfully,

Signature of the Tenderer: _____
Full address: _____
of tenderer. _____

BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO. Admn\Trans\LS\2019-2020

Price Bid						
NIT No.Admn/Trans/LS/2019-2020						
Name of jobs: Engagement of Skilled (Driver) labour and Unskilled (cleaner) labour.						
1	2	3	4	5	6	7
Description	Basic wage plus VDA (Rs.)	Provident Fund contribution @ 12% plus admn. charge@1% on wage (Rs.)	Other benefits like Annual leave, Holiday, LTC, social benefits etc(Rs.)	Contractor's profit in rupees (Rs.)	Total (2+3+4+5) excluding GST (Rs.)	Bonus
Rate for Skilled (Driver) labour per head per day (Rs.)	551.00	71.63	141.36			As applicable
Rate for Unskilled (cleaner) labour per head per day (Rs.)	390.00	50.70	105.01			

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

Seal & Signature of the Bidder