

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP : ADMINISTRATION DEPTT.
NOTICE INVITING TENDER
NIT NO. Admn/ GH,DB & Canteen/Workmen/ 2016-2017

TERMS AND CONDITIONS AND SCHEDULE OF JOBS.

01. SCOPE OF WORKS

- (a) Cooking and serving of food, attending factory sites for distribution of tea and breakfast, cleaning of utensils, doors, windows, house keeping , taking care of visiting VIP's/boarders/employees in BVFCL Guest House, Director's Bungalows and factory canteen.
- (b) Miscellaneous other jobs to be attended as and when necessary.
- (c) The Contractor has to engage minimum man-power in the following manner at various locations with proper supervision of jobs so that the persons available during working hours for getting instructions and guidelines when necessary.

Locations/Area and nature of jobs	No. of Workmen
(i) Cooking and serving of tea, breakfast, lunch, dinner and taking care of VIP's/visiting VIP's/boarders in BVFCL Guest House and director's Bungalow(s), cleaning of utensils, doors, windows and house keeping jobs etc.	03 Nos.
(ii) Distribution of tea, snacks, breakfast at factory sites, Serving of food, cleaning of utensils, chairs, tables, doors, windows, wild growth/grasses and other misc. Jobs in factory canteen.	02 Nos.

02. TERMS AND CONDITIONS

- (i) The Contractor have to engage labourers' for 8(eight) hours daily to carryout jobs as defined under sl.no.1 continuously in all the above places . On request contractor shall be allowed Gate Passes/duty cards with photographs as the case may be at the cost of contractor who will be allowed to enter in to the premises of the corporation subject to the verification of their character antecedent by police. In case, the Identity/duty cards are lost it is the responsibility of the contractor to ensure that Identity cards are not misused. It will be the responsibility of the contractor to provide badge/token or any such item for easy and foolproof identification of his labourers'.
- (ii) While drawing bill, Contractor shall have to submit attendance sheet of the labour(s) engaged. Payment shall be on man-days engagement basis. Labour payment for extra man days against additional work during off days/holidays etc. will be paid (on the basic wage rate) as and when required subject to certification of authorised officer/representative.

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- (iii) The rate quoted by the tenderers shall hold good for 01(one) year from the date of opening of the tenders and no tenderer can withdraw or revoke the same within the same period if the tenderer withdraws or revokes, the earnest money will be forfeited. The contract shall be valid for 1(one) year from the date of commencement of the service and may be extended for another 1(one) year subject to satisfactory performance of the contract on the same rates, terms and conditions and at the sole discretion of the BVFCL Management.
- (iv) The successful tenderer shall employ required number of persons as shown above for satisfactory performance of the work allotted to him. The contractor has to ensure that the daily jobs are done properly to the satisfaction of designated in-charge of job or his supervisor. Otherwise none satisfactory performance of the daily jobs, the corporation will have the right to deduct the proportionate amount from the contractor's bill. But on repeated failure to perform satisfactorily the management may decide to terminate the contract with notice of 01 (one) week.
- (v) The successful renderers' should be responsible for the proper conduct of his persons. In case it is noticed that any of his staff is disrespectful or indulges in bad behaviour 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 unacceptable/objectionable conduct of his persons in the discharge of their duties relating to this work.
- (vi) The successful tenderer(s) shall make his own arrangement for housing of his workmen for which the Management will neither provide accommodation nor give any land for this purpose.

3. MODE OF QUOTING RATE AND CONDITIONS THEREOF :

The rates are to be quoted in a Performa enclosed herewith the same shall be filled in as per requirement and any deviations shall lead to the bid to be summarily rejected.

4. EARNEST MONEY

Quotations should accompany an earnest money of Rs. 10,538.00 (Rupees ten thousand five hundred thirty eight) only to be in favour of BVFCL, Namrup and the receipt/challan of the same should be enclosed with the tender, otherwise tender will not be acceptable to us. The Earnest Money of successful Tenderers will be retained by us as conversion to Security Deposit. No interest will bear for Earnest Money Deposit. Earnest Money will be refunded to Contractor after successful completion of contract .On finalization of the contract, the earnest money so deposited by unsuccessful tenderers will be returned without any interest.

5. SECURITY DEPOSIT

The successful bidder have to submit 10% security deposit of contract value in the form of crossed Demand Draft in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, on any scheduled Bank payable at Namrup preferably State Bank of India/U.Co Bank, Namrup or any other form of deposit/furnish as Bank Guarantee, Govt. Securities, FDR. The amount of earnest money deposited with his/their Tender(s), will be retained as Security deposit and rest amount to cover 10% of security deposit of contract value shall have to submit with in 30 days of receipt of letter of acceptance. The security deposit shall not earn any interest and will be refunded to you only after satisfactory completion of the contract.

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5. INSOLVENCY OR INABILITY TO PERFORM CONTRACT SATISFACTORILY.

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 power 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.

6. ASSIGNMENT OF SUB-LETTING OF CONTRACT.

The contractor 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 to take such steps as may be necessary and also terminate the contract and also re- tendering. The contractor 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 release the contractor of any responsibility under the contract. It is also stated herein that no power of attorney will be admitted.

7. COMPLIANCE OF VARIOUS LAWS.

The Contractor shall be bound to fulfil all the obligations for the Company under various act and rules imposed from time to time such as obligation under Contract Labour (R&A) Act, 1970. Contractor shall have to submit the copy of Labour License issued by the licensing officer, Dibrugarh for our verification.

The Contractor shall quote the Employees Provident Fund Registration No. as per P.F. Act. 1952 along with Service Tax Registration No. & permanent Account No. in the event of any default on the part of the Contractor in complying with the provision of the above Act. The Company shall be free to terminate the contract agreement without notice and make such steps for protection of its interest is considered necessary at its discretion.

The successful tenderer shall give a declaration that the tenderer would undertake to make exgratia payment of Rs.2000/- (Rupees Two thousand) only to the dependents of the Contractor's employees in the event of labourers' death occurring while on duty. The payment should be paid by the Corporation and would be recovered from the Contractor. The successful tenderer should notify the date and time of disbursement of wages to their labourers and a copy to be sent to the Sr. Administrative Officer in advance for depute his representative to present at the time of disbursement of wages. No wages can be paid without the presence of the representative the Sr. Administrative Officer.

8. 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 are prevented from fulfilling contractual obligation by act of the State or force majeure lasting continuously for a period of six month, the two parties shall consult together regarding the future execution of the Agreement.

9. SPECIAL TERMS AND CONDITIONS

In addition to the points indicated in above clauses, the contractor shall have to abide by all the Labour Acts and Rules, such as.

- a. The tenderer must be a licensed contractor under Contract Labour (Regulation & Abolition) Act, 1970 and as amended.
- b. The Tenderer shall abide by all the provisions of Contract labour (Regulation & Abolition) Act, 1970 and as amended, Minimum wage Act, 1948, Factories Act, 1948. Industrial Dispute Act 1947, Payment of Wages Act 1936. Workmen's Compensation Act, 1923 and Provident Fund Act, payment of Bonus Act and their respective rules framed under each of the said Acts from time to time and also other labour Acts and rules applicable to the tenderer and that in case the tenderer fail to do so this Corporation shall have the right to deduct from the Contractors bill, the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the Contractor.
- c. The contractor has to maintain a Register of his labourers with the particulars shown in the Performa to be supplied for implementation of the provisions of Contract Labour (R&A) Act 1970.
- d. The contractor shall submit monthly payment sheet towards wage paid to labourers inclusive of statutory dues duly signed by the labourers engaged by him (in original) along with monthly bill/invoice (except first and last month bill/invoice).
- e. The statutory bonus amount calculated on the basis of minimum wage notification of Assam State Govt. will be paid by the contractor to their labourers as per bonus act.
- f. The address of the tenderer or their contract workmen must not be of any BVFCL quarter or type D/E servant quarter allotted to any employee for residential purpose . The tender of such tenderer with whom there is any dispute with the corporation, will be straight way rejected.

10. SUBMISSION OF TENDER.

The tenderer must take into consideration the various statutory obligation as per Govt. Notification.

(A) Tender should be submitted in "Two Bids" i.e. "Technical Bid" and "Price Bid".

(B) The Technical bid shall contain the following.

Eligibility Criteria

(a) Average Annual financial turnover during the last 03 year, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

(b) Experience of having successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following.

(i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

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- (c) Attested copy of the valid labour License (Central) issued by the concerned authority/department.
- (d) P.F. registration certificate and Code No. along with attested certificate of the same and also deposit challan (attach copies) of the concerned PF authorities.
- (e) PAN/TAN No. (attested photocopy of the card to be submitted)
- (f) Valid Service Tax Registration No., (along with evidence of deposit of service tax).
- (g) The NIT duly signed and sealed (if seal is available) affixed on all pages.
- (h) The letter at Annexure 'A' duly filled in and signed by the tenderer.
- (i) The statement of particulars of Annexure 'B' to be filled and signed.
- (j) Copy of SBI deposit challan towards earnest money deposit to be furnished (refer clause no. 04 of NIT).
- (k) Present Bank solvency certificate showing Financial resourcefulness from any Nationalized Bank.
- (C) All the above papers/documents which form the 'Technical bid' shall be put in the sealed envelope and super scribed on the body as "Technical Bid" mentioning the NIT No. and name of the party.
- (D) The price bid quoting the rates should be put in a separate envelop and duly super scribed' as "PRICE BID" NIT NO. and name of the party. The rate quoted should be indicated both in figure and words.
- (E) Both the "Technical bid" and "Price bid" shall put in a third envelop which shall mention the name of work, NIT No. and name of the party.
- (F) Definition of similar works mean cooking, serving of tea, breakfast, lunch and dinner for VIP's, attending factory sites for distribution of tea and breakfast for employees, cleaning of utensils, doors, windows, house keeping , taking care of visiting VIP's/boarders/employees etc. in Central/Stat Govt. organizations or in Public Sector Undertakings.
FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENTS SHALL RESULT IN SUMMARILY REJECTION OF THE TENDER.
The price bid of only those tenderer whose technical bid is found acceptable shall be opened.
- (G) ALL THE DOCUMENTS SUBMITTED BY TENDERERS IN THE ENVELOP SHOULD BE INDEXED . ANY PAPER/DOCUMENTS WHICH IS/ARE NOT REQUIRED UNDER THE TERMS OF THE NIT. SHOULD NOT BE SUBMITTED.
CONDITIONAL OFFERS (S) WILL BE SUMMARILY REJECTED.

11. CORPORATION LIABILITY IS LIMITED

Contractor must understand clearly that this is a job contract based on engagement of minimum labour(s) engaged by Contractor and therefore. Corporation will not be liable for making any payment arising out of any enhancement of minimum wages of worker of any law of labour acted by State/Central Govt. The above rate is firm during the pendency of the contract. However in case of statutory increase of the labour rate by the Govt. commensurate increase rate may be considered subject, however, to approval of the Management.

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12. PAYMENT OF BILLS

The Contractor have to submit the bill once in every month after completion of the jobs, while submitting the bill the Contractor shall have to enclose satisfactory certificates to be obtained from the authorised/ concerned officer failing which no payment shall be made to the contractor. The bill will be checked and verified by the Admn. Deptt. and sent to Accounts Deptt. for payment. The contractor shall have to submit the bill through Receipt and Dispatch desk of Admn. Deptt. and no bill shall be processed unless proper docked entry is made. The Contractor or their attendant/representative shall not make any personal follow-up in the office of the Admn. Deptt. for process of bill until 7(seven) days has elapsed from the date of submission of the bill.

13. EXECUTION OF AGREEMENT

On acceptance of the tender the Contractor has to execute the agreement on a stamped paper of appropriate denomination at his own cost within 7(seven) days of the receipt of the Work Order failing which no payment against bills will be made.

Sd/
(P.K.Bhattacharjee)
Sr. Administrative Officer

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,

(i) 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.

(ii) The authority to appoint the arbitrator(s) shall be the international Centre for Alternative Dispute Resolution.

(iii) 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 arbitrator(s) shall be _____
- (b) The language of the arbitration proceeding shall be _____
- (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 _____

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

ANNEXURE-A

(To be filled in and signed by the tenderer)

To
The Sr. Administrative Officer
BVFCL Namrup
P.O. Parbatpur-786623
Distt. Dibrugarh (Assam)
Sub:- NIT No. Admn/GH, DB & Canteen/Workmen/2016-2017
Dear Sir,

Having understood the conditions of the contract/specification of works for the above work as detailed in your NIT No. Admn/GH,DB&Canteen/Workmen/2016-2017.

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any change 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 fulfil all the terms and provisions of the said conditions of contract and annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum Rs (Rupees) only in form of Demand draft on Bank or in cash vide cash receipt No. dated is 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 a formal agreement is executed and complete in all respects, 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 and also is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that ad vocation of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my having understood the terms and conditions and other details of the contract, I/we hereby return the subject NIT after signing and affixing 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.

I further declare that I am not a partner/proprietor of any other firm/company or in any way the others participating in the above NIT

Yours faithfully

Signature of the tenderer
Name in full (block letters)

ANNEXURE- B

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP : ADMINISTRATION DEPTT.

NIT No. Admn/GH, DB & Canteen/Workmen/2016-2017

The "bid" shall contain the following:

1. Status of contractor
Proprietorship/Partnership/company/co-operative.
2. Average annual financial turnover of last three years duly certified by C.A. and attested copy /copies of work order along with successful completion certificate of completed similar works.
3. Attested Copy of the labour License issued by the
Concerned authority/Deptt.
4. Latest Financial resourcefulness certificate from any
Nationalized Bank.
5. Attested copy P.F. Code No.(along with evidence of deposit
Challan of the concerned P.F. authority)
6. PAN/TAN (attested copy of PAN/TAN code number)
7. Service Tax registration No.
8. Acceptance of the NIT(the copy of the NIT and enclosures
Should be returned along with after signing each pages).
9. Annexure 'A' to be duly filled in and signed
10. SBI Challan/money receipt towards earnest money deposit.
11. Attested copy of experience certificate.

Signature of Tenderer

Full name and status of Tenderer

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP :: ADMINISTRATION DEPARTMENT
NIT NO.ADMN/GH,DB &Canteen/workmen/2016-2017**

‘PRICE BID’

Name of jobs : Cooking and serving of food, attending factory sites for distribution of tea and breakfast, cleaning of utensils, doors, windows, housekeeping, taking care of visiting VIP's /boarders/employees in BVFCL Factory canteen, Guest House and Director's Bungalow(s) etc.

I/we have understood the work involved and the conditions mentioned in the NIT and I/we give our rates as per Performa given below:

Sl. No.	Particulars	Unskilled	
		Rate per man day per day (A)	Total in 313 days x 05 man days (B)
1	Daily minimum wage	Rs.	Rs.
2	Other benefits like Annual leave, Festival/ Holiday, LTC, social benefits & Compensation wage etc.	Rs.	Rs.
3	Provident Fund contribution @12% Plus Administrative charges @ 1.36% on wages	Rs.	Rs.
4	Adjustable Adhoc amount	Rs.	Rs.
5	Contractor's profit on wage (Amount in Rs.)	Rs.	Rs.
Total		Rs.	Rs.

Rs.....(in words rupees.....)

Service Tax and Bonus @ 8.33% (Rs.3500.00 maximum) as applicable will be extra.

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

Particulars of Earnest Money

Cost of Tender Paper Rs._____ S.B.I. Challan No._____dated_____

Earnest Money Rs._____ S.B.I. Challan No. _____dated_____

Signature_____

Name of the contractor_____

Address _____
