

TENDER DOCUMENTS

ANNEXURE-I

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(MECHANICAL DEPARTMENT)**

Tender No. : CMW/AS/22/Cont-103/3246 Date: 10.05.2022

Last Date of Submission : 24.05.2022

Name of Work : Hiring of skilled auto technician in Central Mechanical Workshop for a period of 6 months.

Issued to : _____
(Name & address of the party) _____

No. of tender documents issued

Signature of issuing officer
Deptt. Mechanical

To be filled in by the Tenderer

I/We hereby tender for the execution for the BVFCL Namrup of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with the specifications, designs, drawings and instructions referred to in the NIT conditions, "THE GENERAL DIRECTIONS AND CONDITIONS" of contract and in all other respects in accordance with such conditions and special conditions so far as applicable.

MEMORANDUM

1. General Description of the work: Hiring of skilled Auto technician in Central Mechanical Workshop for a period of 6 months.
2. Security deposit @ 3% of the total value of the work
3. Time allowed for the work: 06 months
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms & provisions and conditions contained in NIT, GDCC and the special terms & conditions which have been read and understood by me/us so far as applicable or in default thereof to forfeit and pay to the Corporation or their successor or assignees, the sum of money mentioned in the said conditions.

Enclosures:

1. Duly filled Bid Declaration Form (Annexure-VII)
2. Detailed schedule of work duly filled in and signed
3. Reference of similar works performed earlier (Annexure-)
4. GDCC duly read and signed on every page.

Dated :

Address :

Signature of Tenderer

Witness: (1)

Signature, name & address of witness

Tender Notice No.:- CMW/AS/22/Cont-103/3246

NOTICE INVITING TENDER

1.00 INVITATION OF TENDER:-

- 1.01 Sealed tenders (Offline mode) in two bids system are hereby invited from reputed parties having sufficient experience in supply of skilled manpower.
- 1.02 Before submission of the quotation, the parties should visit the site to get clear idea of the work.
- 1.03 The tender shall be submitted in prescribed Proforma enclosed with the NIT. The Proforma for quoting rates/ price shall be duly filled in and signed by the Tenderer.
- 1.04 The tender must remain valid for a minimum period of 90 days from the date of opening of the tender.

2.00 SCOPE OF WORK:-

2.01 BRIEF DESCRIPTION OF THE SCOPE OF WORK AND RESPONSIBILITIES:-

Upkeep & maintenance of various Earthmoving equipments like, Bulldozers, 100 Ton crane, Hydra cranes, Fork Lifter etc.

2.02 EXPERIENCE:-

Minimum 1 year hands on upkeep & maintenance of various Earthmoving equipments like, Bulldozers, 100 Ton crane, Hydra cranes, Fork Lifter, Lathe etc.

3.00 TERMS AND CONDITIONS:

3.01 SECURITY DEPOSIT:

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

- a) Pay Order / Demand Draft drawn in favour of M/s. Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favour of BVFCL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BVFCL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Companies Act. The FDR should be in the name of bidder; A/C BVFCL NAMRUP duly discharged on the back.
- f) The PSD can also be recovered at the rate of 3% from monthly 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.
Stamp duty applicable as per Indian Stamp Act 1899 shall be payable by the contractor.

3.02 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.

3.03 PAYMENT TERMS

- i) The Contractor(s) will have to submit monthly running bills duly certified by the executing section/department alongwith the attendance sheet, etc., in duplicate after completion of each month in respect of work done by him/them and shall deposit the same to the 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.

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

BVFCL on security deposit. 3% payment shall be made to the Contractor against submission of performance bank guarantee as per Clause-3.01 against security deposit

3.04 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.

3.04 BONUS

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

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

3.08 Age of workers:

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

3.09 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.

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

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

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

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

5.00 PERIOD OF CONTRACT:

The contract will be valid till consumption of total mandays or for a period of 6 months 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.

6.00 COMPLETION TIME

6.01 Time of completion of the job shall be 6 months from the date of deployment of skilled auto technician as certified by the Engineer- In- Charge of the job.

7.00 EXECUTION OF AGREEMENT

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

8.00 JURISDICTION OF COURT

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

9.00 **CONCILIATION & ARBITRATION:**

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

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

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

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

For and on behalf of BVFCL

**M.P.Sinha
Dy.G.M (MAINT)**

ANNEXURE-III

Tender Notice No.: -CMW/AS/22/Cont-93/3246

Date: 10.05.2022

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 :

ANNEXURE-IV

Tender Notice No.: - CMW/MS/22/Cont-93/3246

Date:10.05.2022

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 :

Tender Notice No.:- CMW/AS/22/Cont-93/3246

Date: 10.05.2022

ANNEXURE-V

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

_____/Signature

(_____/ _____ Contractor / Authorized Signatory)

_____/ Name of Signatory:

_____/ Bidder Name:

_____/Seal:

_____/Date :

_____/Place :

Tender Notice No.:- CMW/AS/22/Cont-93/3246

Date: 10.05.2022

ANNEXURE-VI

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 Tender Paper Cost, 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)
Witness1 Witness2

(Signature, name & full address)

ANNEXURE-VII

Tender Notice No.:- CMW/AS/22/Cont-93/3246

Date: 10.05.2022

□□□□ □□□□□□ □□□□ □□□□ Bid Security Declaration Form

To,
The D.G.M (Maint),
BVFCL, Namrup.

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

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

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

or

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

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

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

or

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

Thanking you.

Yours faithfully,

For M/s. _____

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

ANNEXURE-VIII

Tender Notice No.:- CMW/MS/21/Cont-93/3246

PRESENT RATE OF MINIMUM WAGE

As per Ministry of Labour and Employment, Govt. of India, Order no. 1/20(3)/2021-LS-II dated 23.04.2021

Sl. no	Particulars	IOM from Personnel Dept-002/V/CL-7/1099 Dated:
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		25.05.2021
1	Wages (Basic + DA) (` 494/- + ` 151/-)	` 609.00
2.	Off day	Included with daily wage
3.	Festival Holidays (7 days /year)	` 11.68
4.	Paid National Holidays including 03 National Holidays (9 days /year)	` 15.02
5.	Annual Leave (18.25 days/year)	` 30.45
6.	LTC (12.5 days/year)	` 20.86
7	PF @ 12%	` 73.08
8.	Administrative charges +EDLI @ 1%	` 6.09
9.	Social Benefits (10 days/year)	` 16.68
10.	Compensation Wage	` 25.50
	Total	` 808.36

Tender Notice No.:- CMW/AS/22/Cont-93/3246

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:

Sl.no	Description	Man days	Rate (Rs.)	Amount (Rs)
1	Skilled category manpower	157		
2	Estimated Contractor's Profit	157		
3	ESI	157	19.79	
4	Bonus= (Rs. 609.00 x 157 x 8.33%)	157	= 609.00 x 157 x 8.33%	
5	Sub total			
6	GST @ 18% of sub total			
7	Total value			
	Round off amount			

(Amount in words: _____)
Remarks, If any:- 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.