

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A Govt. of India Undertaking)
ADMINISTRATION DERARTMENT

NIT No. Admn/Market/Open Space/2017-2018, Dtd. 05.05.2017
NOTICE INVITING TENDER

Sealed Tenders are invited in 'TWO-BID' (Techno-commercial and Price bid) system from experienced financially resourceful persons for collection of Bazaar Maintenance charges from temporary shopkeepers/vendors sitting in Open Space(s) of BVFCL Daily Market area as specified by the authority of BVFCL, Namrup for a period of 1(one) year.

RATE PER DAY FOR EACH SHOP:

	<u>CATEGORY</u>	<u>RATE</u>	<u>APPX. SPACE</u>
1.	"A"	Rs. 04.00	12.50 Sq. ft.
2.	"B"	Rs. 07.00	20.00 Sq. ft.

Note: Category- 'A' will cover all the petty sellers who use to sell indigenous materials viz. natives fruits, vegetables etc. in very small quantity.

Category- 'B' will cover the entire medium and bigger sized shops such as grocery items, clothes, handicraft materials, Local small fish, Local & broiler chicken, vegetables etc.

Sl. No	Name of works	Estimate (Rs.) (Ex. S.T.)	Earnest Money(Rs.)	Tender Paper Cost (Rs.)	Security Deposit
01	Collection of Bazaar Maintenance charges from temporary shopkeepers/vendors sitting in Open Space(s) of BVFCL Daily Market.	7,99,992.00	20,000.00	300.00	10% of work order value.

1. Tenderer(s) should submit the following documents along with his/their Tender:

- i) Average annual financial turnover during the last 3 years, ending 31st March 2017 should be at least 30% of estimated cost.
- ii) Experience of having successfully completed similar works during last 7 years 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 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 work costing not less than the amount equal to 80% of the estimated cost.

DEFINATION OF SIMILAR WORKS:- Similar work means execution of lessee type of jobs for collection of Bazaar maintenance charges/rent on daily basis from vendors of any hat/bazaar under the Municipality/Town Committee/Panchayat or any other Public bodies including Public Sector undertaking/Government Authority **against a valid work order in the bidder's own name.**

- iii) Satisfactory completion certificate of above experience/respective work order (mere completion certificate shall not be accepted).
 - iv) Latest Financial resourcefulness certificate in the tune of Rs. 7,99,992.00 from any Nationalized Bank.
 - v) Attested photocopy of valid Permanent Account No.(PAN). PAN card should be in the name of Tenderer.
 - vi) Attested photocopy of valid Service Tax Registration No. if applicable. The Service Tax Registration No. should be in the name of Tenderer.
 - vii) Evidence of earnest money deposit.
02. Tender paper is available in BVFCL website: www.bvfcl.com & Govt. website: <https://eprocure.gov.in>. The interested parties may download the tender documents and the parties are advised to deposit required amount of Tender paper cost separately as mentioned above through SBI Bank Challan (format of Challan available in our BVFCL website in "Download link") and documents so obtained should be enclosed along with technical bids. The details schedule is given below:-
- a) Date of issue of tender papers :w.e.f. 05.05.2017 to 26.05.2017
 - b) Last date & time of submission of Tender paper :26.05.2017 at 03.00 P.M.
 - c) Date & time of opening of Technical bids : 26.05.2017 at 04.00 PM
- 3. BVFCL not is responsible for postal delay/loss of Tender documents/applications in transit.
 - 4. BVFCL reserves the right to accept or reject any or all tenders without assigning any reason thereof.
 - 5. The contractor(s)/ firm must have their bank account with any core branches of State Bank of India/UCO Bank/ UBI Bank, Namrup.
 - 6. Matters related to contractual disputes shall be dealt in accordance with the ICADR, New Delhi (INTERNATIONAL CENTER FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.
 - 7. In the case of any bundh on the date of submission/opening of tenders, next working day shall be counted as the date of submission/opening of tenders.
 - 8. Tender documents in sealed envelope should be dropped in the tender box kept in the office of the Administration Department, BVFCL, Namrup, Assam. Late submission of tender shall not be entertained.

The tenderer(s) should carefully read and understand all the tender documents and terms & conditions before submitting / completing the required format and quoting the rate etc.

For any clarification please contact concerned officer of Administration Deptt. before submitting the tender.

Sd/-
(P.K. Bhattacharjee)
Chief Administrative Officer

Copy to:

- 1. Dy. F.M. - for favor of kind information and necessary action please.
- 2. Sr. Vigilance Officer -for favour of kind information please.
- 3. All Notice Boards.

ANNEXURE-A

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A Govt. of India Undertaking)
ADMINISTRATION DERARTMENT

NOTICE INVITING TENDER

NIT No. Admn/Market/Open Space/2017-2018, Dtd. 05.05.2017

Sealed Tenders are invited in 'TWO-BID' system (Techno-commercial bid & Price bid) from experienced financially resourceful persons for collection of Bazaar Maintenance charges from temporary hopkeepers/vendors sitting in Open Space(s) of BVFCL Daily Market area specified by the authority of BVFCL, Namrup for a period of 1(one) year at the following terms and conditions:

TERMS AND CONDITIONS:

1. The successful bidder will be allowed to collect Bazaar Maintenance charges per day basis from the shop keepers/vendors who use to sale goods in the open spaces as specified within the Market complex as per following rates.

	<u>CATEGORY</u>	<u>Rate</u>	<u>Appx. Space</u>
i.	"A"	Rs. 04.00	12.50 Sq. ft.
ii.	"B"	Rs. 07.00	20.00 Sq.ft.

Category 'A' will cover all the petty sellers who use to sell indigenous materials viz. natives fruits, vegetables etc. in very small quantity.

Category 'B' will cover the entire medium and bigger sized shops such as grocery items, clothes, handicraft materials, local small fish, Local & broiler chicken, vegetables etc.

2. The open space does not include the Scooter/Cycle stand, proposed/recently developed car parking area, both side of approach road of Market and the extended portions of the allotted shops from which BVFC is realizing rents separately. The successful bidder will not be entitled to collect such maintenance charges from the permanent shaded vegetable shops who are paying rents to BVFCL on monthly basis.
3. The successful bidder will be responsible to place the various shops of different items in a systematic manner within the specified area like local vegetable in vegetable market, fruits item in front area of Pucca shop No. 24 to 26, Pan tamul & Banana etc. earmarked area inside of market, street food like Chana, pokora etc. in front of chang Bazaar, cloths item in chang bazaar and local small fish, local & broiler chicken etc item in the earmarked area in front of Fish Market.
4. BVFCL Management is not bound to accept the highest /lowest or any bid which is unreasonable.
5. The contract will be initially valid for a period of one year from the date of actual commencement and may be extended for another period of one year subject to satisfactory performance & at the discretion of BVFCL Management. However, the Management has the right to terminate the contract giving with 30(thirty) days written notice to the contractor, if his work is found unsatisfactory and in that case the Security Deposit shall stand forfeited.

Contd....p/2

6. Transferring or sub-letting to other party/person/agency to collect such maintenance charges will not be allowed in any case. No power-of-attorney will be entertained/accepted.
7. The successful bidders shall not charge any amount from any moving vehicle, mechanized or non-mechanized (Trucks, mini-trucks, thelas, rickshaw etc.) entering into the Market area for the pacified purposes of carrying/transporting/supplying food items to and from the market area. However, if any vehicle is used as a shop in specified area only, the successful bidder is entitled to collect charges from it/them.
8. The successful bidder will ensure that no outsiders other than the owners of allotted shops are allowed to stay in the market premises after 09.00 PM.
9. The successful bidder will not have any right to allow shop keepers to sit other than specified area. In case if any shop keepers is found sitting in unspecified area, the successful bidder will have to pay a penalty, as determined by BVFC Ltd.
10. It will be the responsibility of the successful bidder that no businessman will construct or cause to be constructed any type of permanent or semi-permanent structure or shed in the Market area.
11. The successful bidder will ensure that no businessman will use their temporary sheds as store by covering bamboo fencing.
12. It will be utmost responsibility of the successful bidder for day to day cleanliness and upkeepment of the open spaces, drains and the total market campus including daily disposal of garbages from the garbage pits at his own cost failing which BVFC Ltd. will get the same clean at the risk and cost of the successful bidder.
13. BVFCL will not hold responsibility for any loss to the bidder which may occur due to any natural calamity/flood/fire etc. for which no request for compensation will be entertained. However in case of force major's condition, compensation may be considered subject to approval by competent authority.
14. It will be the responsibility of the successful bidder to issue daily coupons super scribing the rate of daily maintenance charges to the shops keepers as fixed by the BVFCL. Under no circumstances, the bidder will increase such charges as fixed by BVFCL during the validity of the contract. No collection for incoming/outgoing materials to and from the market complex by any conveyance will be allowed. Collection of maintenance charges is only limited to the shopkeepers who are sitting in the open spaces.
15. The market premises is subject to inspection at any time by duly authorized person of BVFCL .They may also supervise such aspects that the collection of maintenance charges are received from shop-keepers at the prescribed rate and way and cleanliness is attended regularly.
16. It will be the responsibility of the successful bidder to keep free the open space market for 'scooter/ cycle shed, proposed car parking area, for the respective purposes.
17. The bidder will have no claim in case any portion of the market is taken over by BVFCL for its own or other purposes.
18. The successful bidder will have to protect all the properties of BVFCL within the market such as signboards, water taps, electrical fittings, gate, fencing etc.
19. No illegal items like wine, vodka, alcohol, drugs etc. which may affect the society will be allowed to sale, nor any Grambling/ other unlawful business shall be permitted inside the market.

20. The bidder will have to deposit an amount of Rs.20,000/- (Rupees twenty thousand only) as earnest money in the form of a Crossed Demand Draft /Bank pay challan (available on our website) in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank, 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.
21. 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.
22. The successful bidder shall have to deposit 10% of work order value as security deposit which will bear no interest. This amount shall be refunded only after expiry of successful completion of the contract.
23. The monthly rate of the bid offered must be deposited by the successful bidder during the 1st week of every month to the cash accounts section of Finance Deptt. of the Corporation and would obtain a receipt thereof. If the successful bidder fail to make payment within the above stipulated time, Management has the right to give 07(seven) days written notice to deposit the amount and in the event, the successful bidder fails to make the payment within the said notice period, the contract will be terminated and in that case Security deposit shall stand forfeited without prejudice.
24. The successful bidder will have to execute an agreement on a Rs.20/- (Rupees twenty)only non-judicial stamp paper which shall include all the terms and conditions mentioned herein and also such other additional terms and conditions as may be deemed necessary by the BVFCL authority.
25. The successful bidder has to display the prescribed rates mentioned above in Assamese, English and Hindi in specified places inside the Market complex.
26. The intending bidder, if successful, shall dismantle all the illegal construction exist in the open space area at the instruction of the Corporation's authorized officials, within 15 days of entering into the work.
27. BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to Sr. Vigilance Office, BVFCL, Namrup, P.O. Parbatpur, Dist: Dibrugarh, Assam PIN: 786623. (Tel. No. 0374-2507092/0374-2507167)

Notwithstanding, whatever is stated hereinabove, any bid(s) below Rs.7,99,992.00 (Rupees seven lakhs ninety nine thousand nine hundred ninety two only) for one year shall be rejected out-right and also that the BVFCL Management is not bound to accept the highest/lowest or any bid which is unreasonable and to offer any reason thereof..

Notwithstanding whatever is contained in the foregoing paragraphs, the Corporation reserves the right to modify/amend/cancel the Tender process for whatever reason without making any reference to the tenderers

The successful bidder will have to ensure in writing before issue of the work order that no big fish sellers are allowed either temporarily or permanently to sale fish in the open space in the Market Complex.

SUBMISSION OF TENDER/BID

The tender should be submitted in 2(TWO) bids namely the 'TECHNO COMMERCIAL BID' and the "PRICED BID".

Contd....p/4

Page-4

The 'TECHNO COMMERCIAL BID' shall contain the following:

- i) Average annual financial turnover during the last 3 years, ending 31st March 2017, should be at least 30% of estimated cost.
- ii) Experience of having successfully completed similar works during last 7 years 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 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 work costing not less than the amount equal to 80% of the estimated cost.
- iii) Satisfactory completion certificate of above experience/respective work order (mere completion certificate shall not be accepted).
- iv) Latest Financial resourcefulness certificate in the tune of Rs. 7, 99,992.00 from any Nationalize Bank.
- v) Attested photocopy of valid Permanent Account No.(PAN). PAN card should in the name of Tenderer.
- vi) Attested photocopy of valid Service Tax Registration No. if applicable. The Service Tax Registration No. should be in the name of Tenderer.
- vii) The NIT duly signed and sealed (if seal is available) affixed in each pages.
- viii) An undertaking (Annexure- B) that the intending tenderer shall dismantle and remove all unauthorized structure(s) as shown to him by the Corporation within 1(one) week of receipt of the work order, in the case, he is the successful bidder.
- viii) Evidence of earnest money deposit.

DEFINATION OF SIMILAR WORKS: Similar work means execution of lessee type of jobs for collection of Bazaar maintenance charges/rent on daily basis from vendors of any hat/bazaar under the Municipality/Town Committee/Panchayat or any other Public bodies including Public Sector undertaking/Government Authority **against a valid work order in the bidder's own name.**

All the above paper/documents which form the "Techno Commercial Bid" shall be put in a sealed envelope and super scribed on the body as "Techno Commercial Bid".

The "Price Bid" shall contain only the Price Bid in format (Annexure-C) enclosed duly filled in and shall be put in a separate envelope and duly super scribed on the body as "Price Bid"

Both the envelope "Techno commercial Bid" and "Price Bid" shall be put in a sealed third envelope which shall mention the name of Contract and NIT No.

The "Price Bid(s)" only those tenderers whose " Techno Commercial Bid(s)" is/are found acceptable shall be opened.

All the documents submitted by tenderers in Techno Commercial Bid should be INDEXED.

NOTE: Address for communication of the bidder must be proper and must not belong to any of the BVFCL's quarter allotted for its employees for residential purpose.

Sd/-
(P.K. Bhattacharjee)
Chief Administrative Officer.

ANNEXURE-B

UNDERTAKING

In the event the contract of collection of Bazaar Maintenance charges for the year 2017-2018 in the open spaces of BVFC's Daily Market is allotted to me (refer NIT No. Admn/Market/open space/2017-2018, dtd. 05.05.2017, I Sri son of Sri/Late..... resident of village/town..... P.O. Dist.....State.....do hereby undertake to demolish, dismantle and remove all the unauthorized construction/structure in the BVFC's daily market area as shown to me by the Corporation's authority within 1(one) week of being shown the unauthorized construction/ structure.

I also agree/accept that in the event of my failure/ inability/refusal to do so demolish/dismantle/refuse the unauthorized construction/structure, the Corporation shall be entitle to terminate the Contract and to make alternative settlement at their discretion.

Signature:

Name :

Full Address :
.....
.....
Date.....

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A govt of India Undertaking)
ADMINISTRATION DEPARTMENT

Sub: NIT No. ADMN/MARKET/OPEN SPACE/2017-2018, Dtd. 05.05.2017

The ‘**Techno Commercial Bid**’ should contain the following:

1. Name of Tenderer :
(in full name)
2. i. Present address :
ii. Permanent address :
3. Average annual financial turnover during the last :
03 years, ending 31st 2017 should be at least
30% of estimated cost.
4. Attested copy/copies of
i. Work order and/or order of settlement :

ii. Satisfactory completion certificate of experience/:
respective Work order (s) (mere completion
certificate will not be accepted.)
5. Latest financial resourcefulness certificate in the :
tune of Rs.7,99,992.00 from any Nationalized Bank.
6. Attested photocopy of valid Permanent Account :
No.(PAN). The PAN card should be in the name
of tenderer.
7. Attested photocopy of valid Service Tax :
Registration, if applicable. The Service
Tax Registration should be in the name
of tenderer.
8. The NIT duly signed and sealed (if seal :
is available) affixed in each pages.
9. The undertaking (annexure-B) to be duly filled- :
in and signed.
10. Evidence of Earnest Money Deposit :

Signature.....
Name:
Address:

.....

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 internationals 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 _____*
- (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.

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A govt of India Undertaking)
ADMINISTRATION DEPARTMENT

NIT No. ADMN/MARKET/OPEN SPACE/2017-2018, Dtd. 05.05.2017
TENDER PAPER
‘PRICE BID’

I/we have understood the work involved and the terms and conditions mentioned in the N I T in Annexure-A attached to the N I T and I/we give below my/our rates as under:

Sl. No.	Name of the job	Monthly deposited amount/ rate (Ex. S.T)	Yearly (12 months) deposited amount (Ex. S.T.)
		Rs. In word:	Rs. In word:

I/we agree to pay the security deposit 10% of value of work order and sign the AGREEMENT as stated in annexure-A.

Particulars of Earnest Money.

Earnest Money Rs.....

DD/Bank pay challan No..... dt.....

Witnesses

Signature.....

Name of the bidder in full :.....
(in block letters)

Full address :

.....

Tel./Mobile No.

Date

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