

**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**  
**GST No.18AABCB9399R1ZK**

**Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: administration@ bvfcl.co.in.**  
**www.bvfcl.com**

NOTICE INVITING TENDER NO. : ADMN/TOWNSHIP/SECURITY/2020-21

DATE OF ISSUE : 07.05.2020

TYPE OF BID: Online two- bid system (Techno Commercial-bid and Price Bids)

BID OPENING: 27.05.2020 at 03:30 PM

ESTIMATED COST: **Rs.87, 05,815.31**

(Including bonus & GST amount)

EARNEST MONEY DEPOSIT: **Rs.1, 30,600.00**

Online tenders under two-bid system (Techno-Commercial bid and Price bid) are invited from experienced, financially sound Contractors/Security Agencies having valid Private Security Licence, Labour Licence (Central), Provident Fund code number, ESI Code number and GST Registration number as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time for PROVIDING SECURITY SERVICES (unarmed) in Township area of BVFCL, Namrup.

| Sl. No. | Name of jobs   | Estimated Amount (Rs.) (Including Bonus amount & G.S.T.) | Earnest money (Rs.)   | Period of Contract  |
|---------|--|--|-----------------------|---|
| 1       | Engagement of Security Guards (unarmed) semi-skilled and Supervisors (unarmed) skilled labour in BVFCL Township & Public Buildings /Security post/evening & night patrolling for 24x7 service. | <b>Rs.87,05,815.31</b>                                   | <b>Rs.1,30,600.00</b> | Initially for a period of 01(one) year which may be extended for another period of 01(one) year subject to satisfactory performance of the contract as well as requirement of the Corporation |

**SPECIAL TERMS & CONDITIONS.**

**01. Tenderer (s)/Agency (ies) should upload scanned copy of following documents along with his/their Tender:**

I/We agree with the above

Signature of Contractor with Seal

**Contd-2**

- i) Valid Registration certificate of Agency/Firm & No. under Private Security Agency (Regulation Act 2005).
- 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 of costing not less than the amount equal to 40% of the estimated cost.
  - OR
  - b. Two similar completed works each of costing not less than the amount equal to 50% of the estimated cost.
  - OR
  - c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

**NB: SIMILAR WORKS MEANS MANAGING SECURITY AND INTELLIGENCE SERVICES IN LARGE CAMPUS OF GOVT. ORGANISATION, PSU, AND INSTITUTE ETC.**

- iv) Valid Certificate from Police Deptt. to deploy the Pvt. Security(ies) in Assam area.
- v) Valid Labour Licence (Central) issued by the concerned authority/department.
- vi) Recent Bank solvency Certificate showing Financial resourcefulness from any Nationalized Bank.
- vii) Valid Provident Fund registration certificate and Code No. in his own Firm's/Agency's name.
- viii) Valid PAN/TAN card in his own Firm's/Agency's name.
- ix) Valid GST registration certificate in his own Firm's/ Agency's name.
- x) 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 the 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 days of online opening date of the Bids.
- xi) The tenderers have to upload the scanned copies of Annexure-I, II &III duly signed & sealed.
- 02. In case of holiday or bandh day the next working day shall be considered for opening of the tender.
- 03. 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 to Sr. Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam in mail id vigilance@bvfcl.co.in**

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

**Yours faithfully  
For & on behalf of BVFCL, Namrup**

**( P.K. Bhattacharjee)  
Chief Administrative Officer**

**Enclosures:**

- 1. Annexure – I, II, and III**

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

## ANNEXURE- I

### GENERAL TERMS & CONDITIONS

#### 1. SCOPE OF WORK:

To engage **28(twenty eight) nos.** of Security Guard (unarmed) and **03(three) nos.** Supervisor (unarmed) for managing round the clock services (24x7) with the provision of reliever in the security posts like Vermi Compost Project, BVFCL Hospital, BVFCL H.S. School, Township Maintenance (Civil& Electrical) Office & BVFCL Guest House, Children Park and Evening & Night patrolling duties in colony area for safe guarding the properties/Vacant qtrs./land including water/overhead electricity line of BVFCL Township and to keep strict vigil on the unlawful activities in the entire area.

#### 2. EARNEST MONEY DEPOSIT

Tenders must be accompanied by Earnest money deposit 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, 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 after completion of desired formalities without any interest after furnishing the required security deposit.

#### 3. 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, 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 & completion of the period of the contract in all respects and hand over the vacant position of the Corporation accommodation provided to the contractor to accommodate the security guards and supervisors, if he fails to submit the vacant status of said accommodation, the security deposit will be retained.

#### 4. GENERAL CONDITIONS / DUTIES & RESPONSIBILITY

##### (A) CONTRACTOR:

- i) The successful tenderer must provide the 28 (twenty eight) nos. Security Guards (unarmed) and 3(three) nos. Supervisor (unarmed) to carry out duties under the contract at various duty post as well as patrolling in the BVFCL Township on round the clock basis for 7 days of the week. The documents for verification of same needs to be submitted to Chief Administrative Officer, BVFCL, before deployment of Security Personnel at site.

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

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- ii) The Company calls for proof of age, fitness including police verification from the contractor in respect of any security Guard/supervisor and, if necessary the contractor shall be ordered to get any security Guard/Supervisor medically checked by an authorized Doctor at the Contractor's expense and withdrawn him from duty, if not fit.
- iii) The security personnel should be properly uniformed along with the belt, caps & shoes etc. as per dress code (appropriate colour and style) which should be supplied by agency/firm. No security personnel shall be allowed to deploy in duty posts/patrolling without uniform/dress.
- iv) The security personnel should not be above 60 yrs. and below the 18 yrs. The age proof document issued from Appropriate Authority shall be submitted by the Contractor to Chief Administrative Officer prior to deploy the security personnel in the job.
- v. The contractor shall supply to the company the following information in respect of each employee;  
Name, Father's name, Date of birth, Educational qualification, experience in line, two identifying body marks, Full residential address proof, Permanent Home address and a passport size photograph. The contractor will have to arrange for the identity cards with photographs for his Guards/Supervisors subject to the verification of their character & antecedents by the Police
- vi) Performance of contractor shall be continuously inspected and watched by BVFCL officials deputed for the purpose. If, at any time, the performance of contractor is not found satisfactory, BVFCL reserves the right to terminate the contract during its validity period without assigning any reason.
- vii) The security personnel should be sound health, having good physique and not above the age of 60 years. They will be deployed in the township security posts like Bio Fertilizer, Vermi Compost Project, BVFCL Hospital, BVFCL H.S. School, Township Maintenance (Civil&Electrical) Office & BVFCL Guest House, Children Park, Jack-well river side and for patrolling duties everyday in & around the area of BVFCL Township for safeguarding the Company's properties like Public building, Vacant qtrs.& land/water & overhead electricity line of BVFCL and observe any type of theft, illegal activity, trespasser, unauthorized occupation/encroachment and action thereof like lodging FIR to Police authority with due intimation to CAO or eviction action / implementation of Estate Officers orders through Chief Administrative Officer,
- viii) The successful tenderer will be responsible for the proper conduct of his Guards/Supervisors. The contractor will be responsible for disrespectful, indulgence of bad behaviour or for any theft or tempers with any of the corporation's property and unauthorized occupation of Corporation's premises by his guards. The contractor will also be responsible for any loss suffered by the Management consequent upon mishandling/ misconduct of his guards/supervisors in the discharge of their duty. Such loss shall be realized from the bill(s) of the contractor concerned and the said persons will not be allowed to do further job.
- ix) The contractor shall not substitute any Security Guard/Supervisor with another without the approval of the company. The company may advise replacement of any or the entire employees of the contractor if he doesn't / they don't fully meet the security requirements.

I/We agree with the above

Signature of Contractor with Seal

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- x) The contractor shall ensure that security personnel provided by them to the company are not involved in any **Trade Union Activities**, during the currency of Contract period.
- xi) Security personnel provided by the contractor to the company shall be employees of the contractor for all purposes as well as for the purpose of this contract.
- xii) Acceptance of tender will rest absolutely on BVFC Ltd. 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.
- xiii) In case Management feels that the contractor is unable to complete the job because of any unrest/dispute with his security personnel, the company shall have power to declare the contract to be at an end and in which case the contractor shall be liable for any expenses for loss or damages which the company may incur.
- xv) The contractor shall not assign or sublet the contract or allow any person to involve in the contract without the special permission of the company in writing. No power of attorney shall be accepted/entertained.
- xvi) 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.
- xvi) The Management reserves the right for increasing/decreasing the numbers of security persons and close the contract in any stage during the tenure of the same at the discretion of Competent Authority without any reason thereof.

**(B) GUARDS (DUTIES AND RESPONSIBILITY)**

- i. Guard /patrol/check during day and night and ensure that no Theft, Pilferage, Trespass, Accident, Disturbance of peace and orderliness, illegal traffic jam etc. are not taking place in the area of his duty as well as entire BVFCL Township.
- ii. To apprehend immediately, produce before his supervisor, any trespasser or person moving unauthorised and under suspicious circumstance.
- iii. To watch habitual offenders and mischief makers and inform supervisor, if anything unusable is noticed.
- iv. To seize goods not found in order or suspected to be stolen and inform the same to Chief Administrative officer/Local Police Authority through concerned supervisors.
- v. To bring to the immediate notice of his supervisor, any untoward occurrence on the premises, preferably in writing.

**(C) Security Supervisor (Duties and Responsibility)**

- i. To extend all courtesy to visitors, customers and company employees and maintain integrity, orderliness and discipline in the premises while on duty and be in proper prescribed uniform.
- ii. Exhibit proper courtesy and discipline and carry out all task allotted by the competent officer of the company or the contractor in pursuance of the contract

I/We agree with the above

Signature of Contractor with Seal

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- iii. Details check and supervise regularly in deployment of duties of Security guards(24x7 hrs) as well as their performance and enforce good behaviour discipline, rotation of duties, disciplinary action etc. To maintain duty/attendance register duly endorsed by the Company's official of respective duty post and also must submit list of **Security Guards allotted in evening & night patrolling duty** daily during office hours to the Chief Administrative Officer and also report to Local Police Station daily(as and when required).
- iv. Carryout all liaison duties with the local Police Authority including lodging FIR against any delinquent/criminal on detection of theft, trespass, accident, unauthorised occupation/encroachment, disturbance of peace and orderliness occurred within the BVFCL Township and execution of necessary action thereof as per the order of Chief Administrative Officer rendering all assistance for processing insurance and other claims wherever required. Daily Security report (day & night) of entire BVFCL Township to be submitted to the Chief Administrative Officer in the next day morning before 10.00 am positively.
- v. Ensure that all security and fire fighting equipment is secure, in order and usable.

**5. 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

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

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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.

- v. The successful tenderer should give a declaration that an amount of Rs.5000/- or any amount fixed by the competent Authority would be paid as ex-gratia to the dependant(s) of the workmen and any other Compensation as per Laws in the event of the security personnel's death occurring while on duty. The payment should be made by the Corporation and the same will be recovered from the contractor, if the Contractor fails to make payment to the dependants.

**6. PERIOD OF CONTRACT:**

The contract will be valid for a period of one year from the date of commencement of the contract and same may be extended for another period of one year subject to satisfactory service during the contract period as well as requirement of the Corporation and approval of the Competent Authority. 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.

**7. SUBMISSION OF BILL :**

The contractor(s) shall have to submit his monthly bill(s) after the completion of each month in respect of work done by his employees along with attendance sheet duly signed by concerned officials of each post/offices, payment sheet of previous month, copy of self attested ESI deposit Challan, EPF deposit Challan, ECR copy along with a list of guards and Supervisors whose EPF contribution are deposited as per challan etc. The bill will be verified by Administration Deptt. and sent to Accounts Deptt. 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.

**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, 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 or a State force majeure lasting continuously for a period of six months, the two parties shall consult together regarding the future execution of the Agreement.

**9. 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.

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

Contd-P/6



**10. 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.

**11. SPECIAL TERMS AND CONDITIONS:**

i. The tenderer must be a licensed contractor under Private Security Agency (Regulation) Act, 2005 & Contract labour (Regulation and Abolition) Act 1970 and as amended from time to time.

ii. 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, Employees State Insurance Act, 1948, 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 be incurred in connection with any claim from any party including the person(s) engaged by the Contractor.

iii. The contractor will make payment of wages to the Security Guards/supervisor in accordance with 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.

iv) The Contractor has to maintain a register of his Security guards/supervisor 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.

v) 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.

vi) The whole work may be split up between two or more contractors accepted in part and not in entirety if considered expedient.

vii) 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.

Contd-P/7

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

viii) Contractor shall visit the contractual/area/premises periodically and not less than once a fortnight and meet competent company officials/project manager whenever specifically called by the latter and carry out the tasks assigned efficiently diligently and to the satisfaction of the company.

ix). The contractor shall ensure that any dispute between him and his employees' i.e. Supervisor (as future provision) and security Guards is settled outside the premises, property etc, for this purpose.

x) The contractor should maintain fixed telephone/mobile connectivity at each security post. The same should be available 24x7 hours.

xi) The contractor shall take appropriate insurance cover from government insurance company under the workmen's compensation Act for the requisite amount in respect of security guards and supervisor (as future provisions). Insurance cover shall be obtained by the contract at his cost within a fortnight of the commencement of the contract and copy of insurance cover to be sent to the company immediately.

xii) The liability of any compensation for injury to security personnel or other arising as result of duties by security staff shall be that of the contractor.

xiii) With regard to the interpretation of the terms and conditions of this contract, the decision of the BVFCL, Namrup shall be final.

xiv) 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.

xv) BVFCL may go for Reverse Auction after Techno-Commercial evaluation & price bid opening of only successful tenders. Bidders, hereby, confirm their participation in Reverse Auction along with Techno-Commercial Bid.

xvi) Any bidder after submission of their online bids, backs out at later stage in his own, will be debarred from participation of all future tender of BVFCL & their name will be put under "**Holidays list**" for one year.

#### **11. PERSONAL ACCIDENT INSURANCE POLICY:**

- i.) Contractor shall buy personal Accident Insurance (24 x 7) policy for all of his employees deployed under the contract before the commencement 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 benefit of workers for 24 Hrs. for all the seven days of week.

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

Contd-P/8

- 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 vent 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 lakhs to the nominee/legal heir of such deceased contract worker.

## 12. SUBMISSION OF TENDER:

The Tenderers should quote the rates taking into account of daily minimum wage of guard and Supervisor as per Govt. Notification (Central) wage rate and other benefit like EPF 12%, Admn charge and other applicable benefits & Contractors profit.  
(GST and Bonus as applicable will be extra at actual.)

**Online 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:**

### **Eligibility criteria:**

- i) Valid Registration certificate of Agency/Firm & No. under Private Security Agency (Regulation Act 2005).
- ii) Average annual financial turnover during the last 3 years, ending 31st March 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 of costing not less than the amount equal to 40% of the estimated cost.
  - OR
  - b. Two similar completed works each of costing not less than the amount equal to 50% of the estimated cost.
  - OR
  - c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

***NB: SIMILAR WORKS MEANS MANAGING SECURITY AND INTELLIGENCE SERVICES IN LARGE CAMPUS OF GOVT. ORGANISATION, PSU, INSTITUTE ETC.***

- iv) Valid Certificate from Police Deptt. to deploy the Pvt. Security(ies) in Assam area.
- v) Valid Labour Licence (Central) issued by the concerned authority/ department.
- vi) Recent Bank solvency Certificate showing Financial resourcefulness from any Nationalized Bank
- vii) Valid PF registration certificate and Code No. in his own Firm's/Agency's name
- viii) Valid PAN/TAN card in his own Firm's /Agency's name.

I/We agree with the above

Signature of Contractor with Seal

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- ix) Valid GST registration certificate in his own Firm's/Agency's name.
- x) DD/Bank pay challan (available on our website) towards required earnest money deposit.
- xi) The tenderers have to upload the scanned copies of Annexure – I, II, and III duly signed & sealed.

**FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENTS SHALL RESULT IN SUMMARILY REJECTION OF THE TENDER.**

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 GST**

C) All the documents uploaded by Tenderers in Technical bids, should be INDEXED.

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 \_\_\_\_\_*
- (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**

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

### ANNEXURE-III

(To be filled in and signed by the Tenderer)

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

**Sub: Engagement of Security Guards/Supvrs. in BVFCL Township & Public Buildings/Security posts.**  
**Ref: NIT No. Admn\Township/Security/2020-2021**

**Dear Sir,**

Having fully understood the condition of the contract, specification for the above work as detailed in your NIT NO. **Admn/Township/Security/2020 -2021**, I/we offer the rates as per the terms and Conditions of the NIT (Annexure-I)

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping inconsideration 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 fulfil 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 (Rupees.....)  
only in form of deposit through Demand Draft / 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 avocation 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.

I further declare that I am not a partner/proprietor of any other firm/company participated in the above tender.

Yours faithfully,

Signature of the Tenderer: \_\_\_\_\_

Full Name of the Tenderer \_\_\_\_\_

Full Address \_\_\_\_\_

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.**  
**NAMRUP:: ADMINISTRATION DEPTT.**  
**NIT NO.Admn\Security\Township\2020-2021**

| <b>Techno-Commercial Bid</b> |   |                   |
|------------------------------|---|-------------------|
| Sl.No.                       | Particulars   | Bidder's Response |
| 1.                           | Confirmation of providing Security Guards(28 nos.) &Supervisors(03 nos.)  |                   |
| 2.                           | Confirmation of furnishing Security deposit i.e. 10% of Contract value as per NIT clause no. 3 at Annexure-I  |                   |
| 3.                           | Upload scanned copy of valid registration certificate of Firm's/Agency's & No. under Private Security Agency (Regulation Act 2005).   |                   |
| 4.                           | Upload scanned copies of Average annual financial turnover of the last three years ending 31 <sup>st</sup> March of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet duly audited by Chartered Firm. |                   |
| 5.                           | Upload scanned copies of work order(s) along with successful completion certificate of similar works as per NIT (annexure-I).   |                   |
| 6.                           | Upload of scanned of valid certificate from Police Deptt. to deploy the Private Security(ies) in Assam area.  |                   |
| 7.                           | Upload scanned copy of valid Labour Licence issued by the concerned authority/department of Central Govt.   |                   |
| 8.                           | Upload scanned copy of recent Bank Solvency Certificate Financial resourcefulness from any Nationalize Bank.  |                   |
| 9.                           | Upload scanned copy of PAN/TAN NO. in his own Firm/s/Agency's name.   |                   |
| 10.                          | Upload scanned copy of GST registration certificate in his own Firm/s/Agency's name.  |                   |
| 11.                          | Upload scanned copy of EPF registration certificate in his own Firm'/agency's name.   |                   |
| 12.                          | Upload scanned copy of DD/Bank pay Challan towards required EMD.  |                   |
| 13.                          | Upload scanned copies of NIT (Annexure-I, II and III) duly filled and signed/sealed as confirmation of agreeing to all the terms & conditions of NIT.   |                   |
| 14.                          | Confirmation of participation in e-reverse auction  |                   |

Seal & Signature of the Bidder



### GENERAL INFORMATION

|                                 |  |
|---------------------------------|--|
| Particulars                     |  |
| Name and address of Firm/Agency |  |
| Telephone /Mobile No.           |  |
| Fax no.                         |  |
| E- mail address                 |  |

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.**  
**NAMRUP:: ADMINISTRATION DEPTT.**  
**NIT NO.Admn\Security\Township\2020-2021**

| <b>Price Bid</b>   |  |   |  |
|--|--|---|--|
| NIT No.Admn\Security/Township/2020-2021  |  |   |  |
| Name of jobs: Engagement of private Security Guards (unarmed) 28(twenty eight) nos. and Supervisor (unarmed) 03(three) nos. in BVFCL Township, Namrup. |  |   |  |
| Sl. No.  | Description  | Rate for Security Guards(Semi-skilled) unarmed per head per day (Rs.) | Rate for Supervisor (Skilled) unarmed per head per day (Rs.) |
| 1  | Basic Wages Plus VDA   | <b>472</b>  | <b>569</b>   |
| 2  | <i>Other benefits like Annual leave, Holiday, LTC, social benefits etc</i> | <b>94.38</b>  | <b>113.97</b>  |
| 3  | <i>Provident Fund contribution @ 12% plus Admn. charges @ 1% on wages</i>  | <b>61.36</b>  | <b>73.97</b>   |
| 4  | <b>Total(sum of sl. No.1 &amp;3)</b>                                       | <b>627.74</b>   | <b>756.94</b>  |
| 5  | <b>Contractor profit on rupees</b>   |   |  |
| 6  | <b>Total (Sum of Sl.No.1 &amp; 5)</b>                                      |   |  |
| 7  | GST @18%   | As applicable   |  |
| 8  | Bonus  | As applicable   |  |

***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