

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

Sl. No. _____ Date of Issue : _____
Tender No. : N-III/Mech-55/UB-III/18/Cont-106/5093 Date 10.10.2018
Last Date of Submission : 31.10.2018
Name of Work : Helping assistance for various running, preventive & breakdown maintenance jobs
for Urea & Bagging –III plants.

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 : Helping assistance for various running, preventive & breakdown maintenance jobs for Urea & Bagging –III plants.
2. Earnest Money (Rs.) : ` 16,600/-
3. Security deposit @ 10% of the total value of the work (including Earnest Money):
4. Time allowed for the work : Six Months
5. 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.
6. The sum of ` _____ has been deposited vide receipt no. _____ dated _____ with DGM (Fin) in favour of BVFCL, NAMRUP as earnest money, the full value of which to be absolutely forfeited to the BVFCL, Namrup or their successor or assignees without prejudice to any other rights or remedies of the said Corporation or their successor or assignees should I/we fail to commence the work specified to the above memorandum.

Enclosures:

1. Earnest money deposit receipt/Bank Draft.
2. Detailed schedule of work duly filled in and signed (Annexure-III)
3. Reference of similar works performed earlier (Annexure-)
4. GDCC duly read and signed on every page.

Signature of Tenderer

Dated : _____ Address : _____

Witness: (1)

Signature, name & address of witness

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(MECHANICAL DEPARTMENT)

No.: N-III/Mech-55/UB-III/18/Cont-106/5093

Date: 10.10.2018

NOTICE INVITING TENDER

1.00 INVITATION OF TENDER:

- 1.01 Sealed tenders in two bids system are hereby invited from reputed parties having sufficient experience in supply of unskilled manpower for assistance in execution of different plant maintenance jobs.
- 1.02 Execution of similar job means supply of different categories of manpower in a reputed process/chemical industry (preferably PSU) on long term/annual contract basis.
- 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 Scope of work as per “Schedule of Quantity & Proforma for quoting rate” enclosed at Proforma No-IV.

3.00 TERMS AND CONDITIONS:

- 3.01 Tenderer should visit the site and contact P.E. (M), Urea –III/ P.E. (M), Bagging –III plants to assess the nature & quantum of jobs to be executed before quoting.
- 3.02 The job will be carried out inside/ outside the factory premises.
- 3.03 The contractor will deploy sufficient no. of manpower for Urea & Bagging – III plants on each working day. Depending upon the job requirement, the manpower may be utilized in different sections of the plants.
- 3.04 The Contractor shall take special care for his workmen at site and shall be solely responsible to observe safety precautions in keeping with the provisions of relevant ‘Factory Act’ and provide safety measures to his workman at site at his own cost.
- 3.05 The Contractors shall make an ex -gratia payment of ` 1,000/- (Rupees One Thousand) only to the dependent of a Labour in the event of his death occurring while on duty. The payment will be made by B.V.F.C.L., Namrup immediately, if required, and shall be recovered from the Contractor’s Bill.
- 3.06 The Contractor shall abide by all the provisions of contract Labour (Regulation & Abolition) Act 1970, Minimum Wage Act 1923, Safety Act and other prevailing statutory provisions as revised from time to time . The contractor shall make payment to his workmen as per the latest Central Govt.’s notification and as revised from time to time.
- 3.07 In accordance with the latest instruction of Govt. of India verification of character and antecedent of employees assigned by the contractor are to be submitted to B.V.F.C.L., Namrup.
- 3.08 The parties may ask for clarifications on bidding conditions, if any.
- 3.09 The parties may ask for the reason for rejection of their bid as the case may be.
- 3.10 Personal Accident Insurance Policy
 - i) You shall buy Personal Accident Insurance (24x7) policy for all of your employees deployed under the contract before the start of work. You 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 you without proper insurance cover, you shall be liable to pay Rs. 2 lakh to the nominee/ legal heir of such deceased contract worker.

3.11 The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BVFCL Namrup on account of indiscipline of contractor's employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

3.12 Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BVFCL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

3.13 All other terms & conditions of GDCC of B.V.F.C.L., Namrup will be applicable.

4.00 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT (SD): The successful bidder shall execute performance guarantee against SD at the rate of 10% of the contract value in the form of a Bank guarantee from a scheduled nationalized bank in favour of M/s. Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, P.O: Parbatpur, Dist: Dibrugarh (Assam), PIN-786623, for the due and faithful fulfillment of the contract against poor performance or any other liabilities on completion of the job. The Bank Guarantee will be valid till completion period of the job with a claim period of six months.

Security deposit in the form of Bank guarantee shall be released to you after expiry of the successful completion of the work and also when all cases made in respect of damages and losses caused by from or any consequences arising out of works are finally settled.

In case performance guarantee / security deposit for 10% of contract value is not executed the same shall be deducted from your running account bills and retained till the validity period of the work order.

5.00 ATTENDANCE AND PAYMENT OF WAGES

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and his own employee.
- b) 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 Proforma-IV, preferably through Bank account.
- c) 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.
- d) 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.
- e) The contractor shall deduct PF contributions from the salary of his employees and remit the same along with 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 thereunder.
- f) 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.

6.00 PAYMENT TERMS

- 6.01 BVFCL shall release payment through monthly Running Account bill against actual quantity of man days and on satisfactory execution of the work duly certified by our Engineer- in – charge subject to fulfillment of Performance Guarantee/Security Deposit clause as at sl. no. 4.00.
- 6.02 Income tax at the prevailing rate shall be deducted from the bill.
- 6.03 Service tax at the applicable rate shall be paid to you on production of certificate of having valid registration with the appropriate Excise authority (if applicable).
- 6.04 P.F. contribution at the applicable rate will be reimbursed on production of valid deposit challan for the same.
- 6.05 Statutory bonus payment will be made subject to fulfillment of eligibility criterion.

7.00 COMPLETION TIME

- 7.01 Time of completion of the job shall be six months from the date of deployment of labours as certified by the Engineer- In- Charge of the job.

8.00 AGREEMENT

- 8.01 All the terms & conditions mentioned here in shall form the part of the contract and be incorporated in the Agreement Form for which the contractor shall furnish Non- Judicial stamp paper of the state of Assam of denomination of ` 50/- (Rupees Fifty) only along with 7 sheets of water mark paper and execute the agreement in prescribed Performa within 7 (Seven) days from the date of receipt of the Work Order.

9.00 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.

10.00 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.

- 11.00 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).

(M. P. Sinha)
Chief Engineer (M), UG

INFORMATION REGARDING TENDERER

A) In case of individual		
i)	Name of Business	
ii)	Whether his Business is registered	
iii)	Date of commencement of business	
iv)	Whether he pays Income-Tax over ` . 10,000/- per year	
B) In case of Partnership		
i)	Name of Partnership	
ii)	Whether the Partnership is registered	
iii)	Date of establishment of firm	
iv)	If each of the partners of the firm pays Income-Tax over ` . 10,000/- a year and if not which of them pays the same	
C) In case of Limited Liability Company or Company Limited by Guarantee		
i)	Amount of paid up capital	
ii)	Name of Directors	
iii)	Date of Registration of Company	
iv)	Copies of the last two years' Balance Sheets of the Company	
D) Income Tax		
i)	Income Tax Clearance Certificate for previous years.	
E)	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof	P.F. Reg. No.
F)	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	PAN No.
G)	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof	G.S.T. Reg. No.

(SIGNATURE OF TENDERER WITH SEAL)

Name: -----

Date: -----

Place: -----

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 :

No.: N-III/Mech-55/UB-III/18/Cont-106/5093

Date: 10.10.2018

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:

No.: N-III/Mech-55/UB-III/18/Cont-106/5093

Date: 10.10.2018

Schedule of Quantity & Proforma for quoting rate

Name of Work: Helping assistance for various running, preventive & breakdown maintenance jobs for Urea & Bagging –III plants.

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:

<u>Sl. No.</u>	<u>Description of work</u>	<u>Quantity</u>	<u>Rate (₹)</u>	<u>Amount (₹)</u>
1.	i) Supply of 08 (eight) nos. unskilled labour for assistance for various running, preventive & breakdown maintenance jobs for Urea & Bagging –III plants. ii) Rate for Extra Man days (Exigency jobs)	1240 Mandays -----		
2.	Contractor's Profit (in `.)	1240 Mandays		
3.	PF contribution @ 12 % on the minimum basic	1240 Mandays		
4.	Administrative charges + EDLI @ 1.15% on the minimum basic	1240 Mandays		
5.	Provision for Bonus			
6.	GST @ 18%			
TOTAL AMOUNT				

(Amount in words: -)

Earnest Money: ` . _____

Bank Draft/Pay Order/ Journal no. _____ Dt. _____

Remarks:- 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.