



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
NAMRUP, P.O.-PARBATPUR, DIST.-DIBRUGARH, ASSAM, PIN-786623
Phone: (0374) 2500240, 2507001/2, FAX: +91 0374-2500317
e-mail: info@bvfc.co.in

Details of Work & NIT: Ref. NIT No: UH/BP/2020-21/001/067 Date:30/07/2020

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| 1. Name of work | : | Handling of Urea for despatch from BVFCL Namrup Plants. |
| 2. NIT No. | : | UH/BP/2020-21/001/067 dtd. 30/07/2020 |
| 3. Bid system | : | Online two bid system tender through E-tender service provider M/s MSTC Ltd., Guwahati (Assam). |
| 4. Earnest Money | : | Rs 8,23,005/- |
| 5. Last date & time for receipt of tenders online | : | 15-00 hrs. on 21/08/2020 |
| 9. Date of opening of Tender document | : | 15-30 hrs. on 21/08/2020 |

Encl.

- | | | |
|--|---|-----------------|
| a) NIT | : | 6 Pages |
| b) General Information & Scope of Work | : | 7 Pages |
| c) Special Terms & Conditions | : | 12 Pages |
| d) Proforma for quoting Rates | : | 3 Pages |
| e) Format of Undertaking by Party | : | 1 Pages |
| f) Integrity Pact | : | 4 Page |
| g) GDCC | : | 16 Pages |
| h) Govt. of Assam/Govt. of India Notifications regarding minimum wages to labours and urea loading rates | : | (1+4) = 5 Pages |

For and on behalf of
 Brahma Putra Valley Fertilizer Corporation Limited, Namrup, Assam.

(N.M. Das)
 Addl. Chief Engineer (Mechanical), Material Handling

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP.
P.O. PARBATPUR –786623. DIST. DIBRUGARH, ASSAM.
(A Govt. Of India Undertaking)**

ONLINE NOTICE INVITING TENDER

REF. NO: UH/BP/2020-21/001/067

Date: 30/07/2020

Online tenders in two-bid system through e-tender service provider M/s MSTC Ltd., Guwahati (Assam) are invited by BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED ((BVFCL), NAMRUP from interested parties with sound financial back ground and having sufficient experience as below:

- i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the 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.

Note: Definition of similar works means handling of urea.

Sl. No.	Name of work	Estimated quantity (MT)	Estimated value of contract (Rs)	Earnest Money (Rs)	Duration of contract.
1.0	Handling of urea for despatch from BVFCL Namrup Plants	251000	5,48,66,960/-	8,23,005/-	1 Year

- **The estimated value is inclusive of statutory dues like Rest Day Wage, Annual Leave, VDA, Bonus, PF, Goods & Service Tax etc. Tenderers shall however quote their rates exclusive of these statutory dues.**

2.0 Submission of tender documents online : Up to 15:00 hrs. on 21/08/2020

3.0 Date & time of Tender opening : 15:30 hrs. on 21/08/2020

(Note: In case of any bundh on the date of opening of tender the next working day shall be considered as the date of opening of tender.)

4.0 System of Tender : Online two bid system tender through E-tender service provider M/s MSTC Ltd., Guwahati (Assam).

- a) Techno - commercial bid with Earnest Money Deposit.
- b) Price bid.

4.1 Earnest money Deposit (EMD): Tenderer shall upload scanned copy for requisite amount of Earnest Money in the form of **Demand Draft payable at SBI Namrup Branch (Branch Code 0223) drawn in favour of Brahmaputra Valley Fertilizer Corporation Limited, Namrup(Assam)** issued from any of the scheduled Banks or Bank Guarantee in prescribed format from any Scheduled Bank/FDRs/Govt.Securities , Call Deposits or Bank Challan - all in favour of Brahmaputra Valley Fertilizer Corporation Ltd., will also be accepted.

The tenderer is required to upload scanned copy of Challan/Bank Guarantee/Demand Draft, as applicable, during the bidding process.

Refer Clause 3.06 of Special Terms and Conditions in tender documents for criteria for exemption of EMD.

Tenders received without EMD are liable to be rejected.

4.2 Techno-commercial bid : Tenderer shall upload online the scanned copies of duly filled in & signed with stamped Techno - commercial bid which consist of the following :

(1) Documentary evidence of :

i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the 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.

Definition of similar works means handling of urea.

(2) Latest solvency certificate from any Scheduled Bank as a proof of financial soundness of the tenderer indicating therein the amount in rupees up-to which the tenderer is solvent.

(3) Up-to-date labour license under Contract Labour (R & A) Act, 1970.

(4) PAN / TAN (Photocopies of PAN / TAN cards to be submitted)

(5) Documentary evidence of P.F. registration number and date.

(6) Up-to-date copy of G. S. T. registration certificate

(7) Acceptance of scope of work, GDCC, Special Terms and Conditions of NIT **duly signed by tenderer on each and every page.**

- 4.3 Price bid : Tenderer shall upload scanned copies of duly filled in and signed **Price Bid** with NIT No. & date will consist of quoted rates against individual item of work enclosed with NIT as per 'proforma for quoting rates'. The bidder is to quote for all the items mentioned in the NIT failing which the tenders shall be liable to be rejected.
- 5.0 Submission of Tender : All the two bids Nos 4.0 (a & b) are to be submitted online in e-tendering website: <https://www.mstcecommerce.com/eprochome/mstc/> (**Vendor Login**) on or before the scheduled date & time of submission of tender documents.
- 6.0 Validity of quotation : 90 (Ninety) days from the date of opening of Price bid.
- 7.0 Special Instruction :
- i) The rates quoted by the party should be based on minimum wage rate for labourers as published by CLC (Central) vide Notification No.1/36(3)/2019-LS-II, dated 23.09.2019.
 - ii) For loading and unloading of urea bags, the rates should be based on Assam Govt. Notification No. GLR/585/86/Pt./130 dated 03-03-2014.
 - iii) Variable Dearness Allowance (VDA) with respect to Sl. No. (II) above will be paid as per Assam Govt. Notifications issued from time to time.
 - iv) The quoted item rates shall not be subject to escalation during the period of contract. However, in case of revision of wages / rates / VDA by the Govt. during the on-going period of contract the same shall be paid extra, at actuals, by BVFCL.
 - v) **The financial benefits, if any, payable to the contractor's labourers out of any agreement entered into amongst BVFCL Management, Contractor, Contractor Labour Union(s) & Representative of Labour Commissioner, Govt. of Assam or Govt. of India, shall be paid extra at actual.**
 - vi) The labourers engaged in loading & unloading of urea except those who are covered under clause no. (V) above shall be eligible for Rest Day wages as per notification no. GLR.585/86/399 dated 04-02-2009.
 - vii) Workmen engaged in loading/unloading jobs will be granted annual leave with wages at the rate of one day for every twenty days of work performed for 240 days or more during the previous calendar year.
 - viii) Payment of minimum wages to the supervisors, if any, engaged by the contractor for smooth operation and functioning of bagging and loading/unloading and other associated jobs of the plants, shall be the responsibility of the contractor. Payment of such wages in respect of supervisors, at actuals, however, shall be made only after due verification of actual attendance and work performed.
 - ix) Goods & Service Tax, as applicable, for the first R/A bill will be released on submission of copy of certificate of having registration with appropriate jurisdictional Excise Authority. GST for subsequent R/A bills shall be released only on furnishing copy of GST deposit challan for the previous month.
 - x) Tenderer must have valid PF code for the workmen to be engaged.

- xi) Any other statutory duties & levies, if applicable, shall be reimbursed, on production of documentary evidence of having paid off with appropriate authorities.

The contractor(s) / firm must have their Bank Account with any core branch of State Bank of India or with UCO Bank, Namrup.

In case of any bundh on the date of opening of tender the next working day shall be considered as the date of opening of tender.

Submission of Tender documents online does not necessarily guarantee eligibility of the Tenderer. BVFCL reserves the right to accept or reject any or all tenders without assigning any reason thereof.

8.0 Online tendering procedure: Service Provider: M/s MSTC LIMITED.

E-Tendering Website: <https://www.mstcecommerce.com/eprochome/mstc/>

The tendering shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by BVFCL will be outright rejected. NIT and Tender documents can also be downloaded from our website www.bvfcl.com or website of CPPP www.eprocure.gov.in.

Online bids are to be submitted in TWO BID SYSTEM in electronic form only through e-tendering website: <https://www.mstcecommerce.com/eprochome/mstc/> (**Vendor Login**).

New bidders have to complete one time registration process on the e-tendering portal prior to participation in the bid.

The bidders should have a **valid digital signature certificate** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer **User Manual/Vendor Guide** available on e-tendering website for detailed procedure for system settings/bid preparation/submission etc. or Bidders can take help of MSTC's helpdesk number 033-22901004.

Also they may contact MSTC's Nodal Officer for e-procurement Shri Raj Rohit Khalkho, Phone: +91-9127754867, e-mail: rrkhalkho@mstcindia.co.in for system settings etc.

9.0 MSTC Transaction fee: Tenderers are required to pay a Transaction Fee to the e-tender Service Provider M/s MSTC Ltd., Guwahati (Assam) as per following details:

"Payment of Transaction fees of Rs 17,700.00 (Rupees Seventeen Thousands and Seven Hundreds) only through NEFT/RTGS/IMPS in favour of MSTC Limited:

A/C No.: 201001334297

IFSC Code: INDB0000038

IndusInd Bank Limited

Branch: Guwahati Branch

**Address: G.S. Road, Bhangagarh, Kamrup District,
Guwahati – 781005 (Assam).**

Note: a. GST @18% is inclusive of the above transaction fees.

b. The Transaction Fees is not refundable.

c. The receipt of Transaction Fees payment along with Tender Event No must be mailed to pchitranjan@mstcindia.co.in and rrkhalkho@mstcindia.co.in from your registered email ID.

10.0 INTEGRITY PACT : Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.bvfcl.co.in

The name & e-mails address of IEM are as under:

- 1) Dr. S.K.Panda , e-mail : sanjaypandaias@gmail.com
- 2) Sri Abhay Kumar Khanna, e- mail : abhaykhanna43@yahoo.com

Kindly upload duly signed copy of Integrity pact along with other documents.

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 Vigilance Office, BVFCL, Namrup, P.O. – Parbatpur, Dist. – Dibrugarh (Assam) PIN – 786623 (Tel No. -0374-2507092 / 0374-2507167).

(N.M.Das)
Addl. Chief Engineer (Mech),
H.O.D. of Material Handling Department



ब्रह्मपुत्र वैली फर्टिलाइजर कॉरपोरेशन लिमिटेड
**Brahmaputra Valley Fertilizer Corporation
Limited**
(A Government of India Undertaking)
नामरूप / NAMRUP

**TENDER DOCUMENTS
FOR**

HANDLING OF UREA FOR DESPATCH FROM BVFCL NAMRUP PLANTS
NIT NO.: UH/BP/2020-21/001/067 dtd.: 30/07/2020



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
MATERIAL HANDLING DEPARTMENT

Brahmaputra Valley Fertilizer Corporation Limited, Namrup (Assam)

GENERAL INFORMATION AND SCOPE OF WORK

(Ref. NIT No. : UH/BP/2020-21/001/ 067 Date.: 30/07/2020)

1.0 GENERAL INFORMATION:

Brahmaputra Valley Fertilizer Corporation Limited (BVFC Limited), Namrup is located in the district of Dibrugarh in the state of Assam situated in the North Eastern part of the country. The nearest railway station is NAMRUP, which is 5Km. away from the factory. The nearest Airport is DIBRUGARH, 75 Km away from Namrup. Namrup is well connected by roadways / railways with all parts of the country.

BVFC Limited, Namrup is having manufacturing capacity of urea @ 900 MT per day in Namrup-III Urea Plant and @ 400 MT per day in Namrup-II Urea Plant operating on continuous process.

The Bagging Plants of Namrup-II & Namrup-III are equipped with 02 & 04 Nos. of slat conveyors respectively to deliver filled and stitched HDPE bags containing 45 Kg. Urea (net) each through the delivery chutes to conveyors installed in loading/ stacking platform of Bagging Plants.

Each slat is provided with 02 Nos. of semi-automatic weighing-cum-tipping machines for filling 45 Kg (net) of Urea in HDPE bags and followed by one number stitching machine in line for closing of the filled bags in the operating direction of the slat conveyor. The capacity of complete system is designed for delivering 600 -720 bags i.e. 27 - 32.4 MT per hour per slat.

Operations of two nos. of slats at a time in BP-III and one no. of slat in BP-II on round the clock basis are sufficient to handle the daily production of 900MT & 400MT urea in Namrup-III & Namrup-II plants respectively. Remaining 04 & 03 nos. of slats in Namrup-III & II plants respectively will remain as stand by to take care of any type of exigencies like intermediate break down in any operating slat and increase in operational demand due to placement of railway wagons/ trucks etc.

Product is despatched in trucks and Railway wagons received from railways. Wagons are likely to be dirty and the same are to be cleaned thoroughly and checked to be fit for loading urea bags before start of actual loading activity. This NIT also includes various miscellaneous jobs connected with timely despatch of urea bags as stated in the Scope of work.

However, the operation of bagging plant is unpredictable due to the following reasons:

- a) The despatch of Urea depends upon E.C.A. allocation and market demand.
- b) The uncertainty of availability of railway rakes.
- c) The uncertainty of availability of trucks.
- d) Production of urea may also be affected adversely on account of interruption in supply of feed stock, power failure, break-down/ shutdown of the plant etc.

For the above reasons, the work of bagging and handling of urea is highly intermittent and not of continuous nature. The fluctuation in workload may lead to any extent. Therefore, the contractor shall consider the above while engaging the workers for the works.

2.0 SCOPE OF WORK:

2.01 DE-CHOKING OF FEEDER CHUTES OF CONVEYOR SYSTEM OF BAGGING PLANT:

On some occasions, there may be urea lumps on the conveyor belts, vibrating screen(s), transfer tower(s) discharge chutes causing blockade in the operating system. The contractor has to arrange for hammering & dechoking of feeder chutes to ensure free flow of Urea to Bagging plant and to provide assistance in neem oil spray at spray points including, among others, unloading of neem oil from tankers to the neem oil tanks, regular monitoring of neem oil pumps, controls, other parameters including cleaning and de-choking of spray nozzles and de-dusting of CCTV cameras installed at spray locations. Unsatisfactory performance on the part of the contractor's labourers resulting in stoppage of bagging operation will invite penal action as detailed in penalty Clause No. 11.10 of Special terms & conditions (**5 and 3 nos. Workmen per day in N-III and N-II respectively are required for this operation**).

2.02 FILLING OF UREA IN HDPE BAGS FROM MECHANISED WEIGHING CUM FILLING MACHINES, CHECK WEIGHT OF FILLED BAGS, STITCHING OF FILLED UREA BAGS, CUTTING OF THREAD AND MANAGING OF STITCHED BAGS OVER LOADING PLATFORM CONVEYORS OF BAGGING PLANTS:

- (a) Feeding of bunkers with urea from product conveyors and diversion of conveyors including hammering / poking of bunkers, if required, to ensure free flow of urea.
- (b) Filling of fresh empty HDPE bags with urea by operating weighing cum filling machines (02 Nos. per slat).
- (c) Random weight check of one urea filled bag on platform scale after filling of every 50 nos. of bags per weighing cum filling machine to ensure correct weight of 45 Kg filled bags (Net) before stitching, loading and dispatch. The contractor shall give special attention for carrying out check weighing effectively. Maximum of 60 gms. on the +ve side and 30 gms. on the -ve side will be allowed in individual 45 Kg. filled bags as standard variation. Any deviation in weight other than those stated above may be treated as improper functioning of the weighing cum filling machines. The contractor or his authorised representative/supervisor(s) shall report faulty condition of weighing cum filling machine(s) to Shift In-charge/ Plant In-charge in writing immediately each time the fault occurs to enable BVFCL authority to carry out the necessary rectification in time. During the rectification of such faulty weighing cum filling machine(s)/ stitching machine/ Slat conveyor, the party shall shift operation to the next available vacant operable slat for continuation of bagging operation. In case of improper / inadequate check weighing, leading to serious weight variation with respect to net quantity of urea in filled bags, the same shall be stored separately and such segregated bags will have to be subsequently standardized as per the instruction of Plant/Shift In-charge or his authorised representative(s) to make them suitable for despatch.
- (d) Proper stitching of filled urea bags with on-line stitching machine is to be carried out to avoid spillage of urea due to improper stitching of urea filled bags. In case of defective stitching, the same is to be re-stitched before it is allowed to pass to the delivery chute. After stitching of filled urea bags, contractor must ensure trouble free delivery of filled bags through discharge chutes of slat conveyors to manage filled and duly stitched bags by straightening tilted bags on various conveyors, bag diverters, drop chutes, bag turners etc. & to remove stuck up/ unstitched/damaged bags. Unstitched

bags shall be removed from belt conveyors and standardized for despatch. The job also includes operation of loading platform conveyors (LPC) and movable filled bag diverters of LPC. Any failure of equipment/ machinery should be immediately brought to the notice of Plant/ Shift In-charge or his authorised representative(s).

Apart from the above stated jobs, the following are also included as associated works:

- (i) Collection and counting of fresh HDPE bags from Plant Bag store in lots of bales of 500 bags. Any shortfall in number of bags, found during counting in the bag store should be intimated to the Plant bag store In-charge/ Shift In- Charge immediately.
- (ii) Proper lubrication of stitching machine for its smooth functioning during bagging operation. Lubricants, as & when required, would be supplied free of cost by BVFCL. The contractor shall make arrangements for collection of lubricants from bagging plant lubricant store located near Plant Office.
- (iii) Collection of balance fresh/ damaged/ soiled bags, segregation of the same in respective lots of maximum 25 nos. of bags as per their physical state from operating floor and to deposit the same to bag store after completion of shift duty.
- (iv) Stitching thread spools & needles shall be issued free of cost from Bagging plant store as per requirement.
- (v) The contractor shall take care of proper utilisation of all the issued consumables. Shortage / requirement of materials to be issued by BVFCL shall be intimated by contractor/ supervisor in advance to avoid any disruption in bagging operation.

Any disruption in bagging operation due to unsatisfactory performance of the contractor's workmen in carrying out their specific jobs will invite penalty as per Clause Nos.11.01, 11.02, 11.07(a), 11.07(b), 11.09 & 11.10 detailed in Special Terms & conditions of NIT as applicable depending on the job condition. **(Maximum 10 nos. of workmen may be required per slat per shift for this operation and maximum two slats shall be operated at a time in Bagging Plant-III and only one slat shall be operated in Bagging Plant-II)**

N.B. Contractor shall be responsible for ensuring that his workmen do not tamper with bagging / stitching machines or any other equipment.

2.03 LOADING OF 45 Kg UREA FILLED BAGS INTO TRUCKS / RAILWAY WAGONS

(a) Direct Loading:

Proper lifting of 45 Kg Urea filled bags from discharge chutes of mechanized conveyor system, carrying of filled bags for direct loading & stacking in 9-10 bags stacks into trucks / Railway wagons in countable position is to be carried out. Damage & soiling of urea filled bags must be avoided during loading by the contractor's labourers. Contractor shall be responsible for loading of correct number of bags into trucks/wagons. Before start of loading, the contractor's supervisor must write the number of bags to be loaded on both the doors of the wagons. He should ensure loading of the requisite number of bags only in each wagon/ truck.

The contractor shall be fully responsible for correct loading of the required Nos. of bags into wagons / trucks. Any loss suffered by the Company due to excess or short loading of bags will be to the account of contractor as per Penalty Clause No.11.03 of Special Terms & conditions of NIT.

(b) Indirect loading of 45 Kg Urea filled bags in Railway wagons:

- (i) Proper lifting of 45 Kg. Urea filled bags from mechanized conveyor system, carrying of the same for stacking in a lot of 9-10 bags on the stacking platform in countable manner within a distance of 10M. Safe passage during and after stacking of urea filled bags in lots on stacking platform must be ensured.
- (ii) Proper lifting of 45 Kg. Urea filled bags from stack and loading into wagons in countable number of 9-10 bags in a lot within a distance of 10 M. **Restacking** of previously stacked bags may be required to be done in case of non-availability of/ delay in supply of empty wagons, as per instruction of Plant / Shift In-charge only.
- (iii) Proper lifting of 45 Kg. Urea filled bags from mechanized conveyor system, carrying of the same for stacking in a lot of 9-10 bags on the stacking platform in countable manner within a distance of 20M. Safe passage during and after stacking of urea filled bags in lots on stacking platform must be ensured.
- (iv) Proper lifting of 45 Kg. Urea filled bags from stack of stacking platform(s) and loading into wagons in countable stack of 9-10 bags within a distance of 20 M. Re-stacking of previously stacked bags may be required to be done in case of non-availability of/delay in supply of wagons as per instruction of Plant/ Shift-In-charges only.

Willful disregard to the directives of Plant/ Shift In-charge(s) or his representative(s) instructing to do for proper stacking of filled bags on the stacking platform at specified place will invite penalty as per Clause No.11.08 of Special terms & conditions of NIT.

Sometimes, it may be required to push wagons manually to the loading points nearest to stack/ PLC discharge chutes to facilitate loading into wagons, in case the owner's loco becomes defective while shunting. The contractor shall be responsible to take appropriate action in this regard, without any extra cost to BVFCL, so that loading operation is not hampered.

2.04 SPILLAGE RE-CLAMATION & CLEANING OPERATIONS

(a) Spillage reclamation:

Reclamation and manual filling, in HDPE bags, of urea spillage lying on the stacking platform, operating floor, Instrument floor and weighing up-to 45 Kg. (net), stitching with hand stitching machine(s) / slat stitching machine(s) including carrying & stacking at a specified place within 20 meters have to be carried out round the clock. **No filled bags shall be stitched and stacked without proper weighment. Stitching without proper weighment shall invite penalty under Clause no.11.02 of Special Terms & Conditions of NIT.**

(b) Cleaning & collection of spilled urea from Bulk Conveyor gantries:

02 (Two) nos. of labourers for Bagging Plants of N-III & N-II respectively shall be required in each shift for cleaning and collection of spilled urea from bunker floor/ conveyor gantries/ transfer towers by putting back the spilled urea into bunkers / conveyors / fresh bags, weighing of urea filled bags on

platform scale and stitching with hand stitching machine or by on-line stitching machine with proper care to avoid further spillage of urea and carrying of urea filled bags from different locations within Bagging Plant area and stacking on the stacking platform in countable lots of 9-10 bags as per the direction of Plant In-charge.

The activities as mentioned above are very important. In case of unsatisfactory, performance penalty as per Clause No. 11.06 of Special Terms & conditions of NIT will be imposed. In addition, BVFCL reserves the right to get the same done by other party at the risk and cost of the contractor. A notice of 24 hours shall be served to the contractor and it would be deemed reasonable for implementation of the risk and cost provision.

(c) Cleaning of Wagons:

The cleaning of wagons means removal of stone aggregate, coal, earth, cement or any foreign material capable of soiling or damaging the filled urea bags in any manner, brooming of the floor and side walls, spreading of protective sheet of HDPE bag wrappers on the floor of the wagon as and when required. Bag wrappers shall be provided by BVFCL free of cost

As soon as wagons are placed in the loading / stacking platform(s), contractor is to arrange for opening of the wagon doors to start the cleaning operation after instruction of Plant / Shift In-charges. Loading of urea bags into wagons should not be started without ensuring thorough cleaning of wagons.

In case any wagon is found to be in damaged condition the same shall immediately be brought to the notice of Plant / Shift In-charge or his representative before start of loading in that wagon.

N.B. Proper closing of the wagon doors, after completion of loading, is included in the scope of the contractor.

Contractor shall deploy required manpower for cleaning of wagons before start of loading operation. Failure to execute proper cleaning shall attract penalty under the penalty Clause No. 11.05 of Special Terms & conditions of NIT.

2.05 COUNTER-CHECKING THE NUMBER OF 45 Kg. UREA FILLED BAGS LOADED IN TRUCKS / RAILWAY WAGONS

In case of any doubt regarding short / excess loading of bags in trucks / wagons, the counter-check shall be carried out by unloading the Urea filled bags at specified place in countable stack and then reloading the same after counting to the satisfaction of Plant In-charge or his representative as and when required.

In case of finding excess/short number bags on counting penalty as per Clause No.11.03 of Special Terms & conditions of NIT shall be imposed on the contractor.

2.06 STANDARDISATION OF WEIGHT OF 45 Kg. UREA FILLED BAGS IN TRUCKS

Standardization of weight of filled urea bags in loaded trucks shall be done by unloading the urea filled bags from truck in countable stack and then reloading with standard weight bags, as and when required, as per the direction of Plant In-charge/ Shift In-charge or his authorised representative(s). Any variation in weight, found after standardization of weight of 45 Kg. (Net) Urea filled bags, will invite penalty as per Clause No.11.02 of Special Terms & conditions of NIT.

2.07 GENERAL CLEANING OF BAGGING PLANT WITHIN BATTERY LIMIT:

General cleaning of Bagging plant, on daily basis, involves collecting all the foreign materials, dust, scraps etc and dumping the same at specified place within battery limit of plant. The job includes regular sweeping/ brooming of Bagging plant building (all three floors), stacking platform(s), plant stores, approach roads & railway tracks (within plant battery limit) etc. to remove foreign materials, dust, earth & cobwebs etc. so as to give an overall decent look to the Bagging Plant area. Occasionally, the stacking platform(s) area will have to be washed with the help of fire hose to make it free from any dirt/dust. The fire hose shall be supplied by BVFCL and the same will have to be returned in proper condition after completion of job.

The contractor / his supervisor shall ensure proper upkeep of Plant area on regular basis. Unsatisfactory execution of work on any day shall lead to penalty as per penalty Clause No.11.10 of Special Terms & conditions of NIT and also no payment shall be released against the work done on that day/ in that month.

Apart from the above, general cleaning shall involve collection / washing / cleaning of tarpaulins from the stacking area after completion of wagon loading / truck loading.

GENERAL:

- (a) The contractor shall ensure that torn bags and bags with improperly stitched bags must not be loaded in wagons/ trucks. All such bags should be taken back and re-stitched properly after standardization. The contractor / contractor's supervisor should report at the end of each shift the number of damaged/ ruptured bags returned to Bag store, for accounting, to the Shift In-charge(s)/ supervisor of site bag store.

The contractor must ensure the availability of adequate number of labourers to carry on the above stated jobs smoothly following all the safety norms inside factory premises and at no time shall the continuity of work hamper due to non-availability of manpower or under pretext of any pending and/or unresolved dispute with BVFCL.

- (b) After receiving fresh HDPE bags from site bag store, contractor or his authorised supervisors shall Issue the fresh HDPE bags to contractor's workmen for bagging & spillage reclamation as per requirement. Contractor's supervisor shall report the total issue of bags, consumption of bags for bagging and spillage reclamation separately and balance fresh / soiled / damaged bags on daily basis to the Plant In-charge or his authorised representative(s) before receipt of fresh lot of bags from site bag store.
- (c) Number of filled bags loaded in each truck / wagon must be reported to the Shift In-charge(s) immediately after completion of loading operation.
- (d) Attendance of contractor's supervisor(s) and workmen engaged must be intimated to Plant / Shift In-charge(s).
- (e) Proper dress code of contractor's supervisor(s) / workmen must be ensured to maintain decency of plant as well as to avoid safety hazards during operation.
- (f) No fire hydrant should be misused by the contractor's workmen for taking bath and for washing clothes etc.

**USE OF HOOKS IS STRICTLY PROHIBITED FOR AND DURING HANDLING OF UREA BAGS.
The contractor must ensure that none of his employees violate this provision.**

(N.M.Das)
Addl. Chief Engineer (Mech),
H.O.D. of Material Handling Department

B.V.F.C. LTD., NAMRUP (ASSAM)
SPECIAL TERMS & CONDITIONS OF NIT

(Ref. NIT No. : UH/BP/2020 - 21/001/067 Dated: 30/07/2020)

1.00 INSTRUCTIONS TO TENDERERS:

- 1.01 The tenderer(s) should carefully read and understand all the tender documents and terms & conditions before completing the required formalities and quoting the rates etc.
- 1.02 Intending tenderers after studying all the tender document(s) carefully and after visiting the site for satisfying themselves of the local condition, location and accessibility of the site, nature, extent & characteristics of the operation may obtain all clarifications, if any, before tendering. Submission of tender implies that the tenderers have familiarised themselves with the site & local conditions and have obtained all the clarifications required for the purpose. No claim on ground of want of knowledge in any respect will be entertained after submission of tenders. No claim for extra charges consequent to any misunderstanding or otherwise shall be entertained.
- 1.03 The tender documents duly filled in and completed in all respect and duly signed by the tenderer should be uploaded in the e-tendering website: <https://www.mscecommerce.com/eprohome/mstc/> **(Vendor Login)**.
- 1.04 Fulfillment of the following conditions shall entitle the quotations to be eligible for evaluation -
 - a) Deposition of Earnest Money as stated in NIT.
 - b) The techno-commercial bid of such tenderers only, who have deposited the Earnest Money as per NIT, shall be opened. However, MSE registered tenderers will be exempted from EMD deposit on submission of relevant documents as stated in Clause No.: 3.06.
 - c) Priced bids of those tenderers only who would fulfill the eligibility criteria of techno-commercial bids shall be opened.
 - d) The contract shall be awarded on composite L-1 basis.
 - e) Tenderers must quote item rates both in figures and words. The item rate in words is to be written in a separate line below the rate written in figure. In case of any variation in the quoted item rates between figures and words the item rate(s) written in words shall be valid and total value of contract shall be calculated accordingly.
- 1.05 The following conditions will lead tenders to be summarily rejected -
 - a) Tenders that do not fulfill all or any of the condition(s) laid in the NIT or incomplete in any respect.
 - b) Tenders which contain uncalled for remarks or any alternative/additional condition(s).
 - c) Canvassing in any form.
 - d) The tenders with slab rates for different items as per the Schedule of rates shall not be accepted and the same shall be rejected outright.
 - e) The rates against items should be indicated in words as well as in figures and any correction should be duly authenticated; otherwise the tender will be rejected. Overwriting in tender form will lead to its rejection.
- 1.06 The tenderer(s) shall not be entitled to claim any costs, charges, expenses for/or incidental to/in connection with preparation & submission and subsequent clarification of his/their tender(s) even if BVFCL decides to withdraw the Invitation to Bid or the tender is rejected on any account.
- 1.07 BVFCL reserves the rights to evaluate the bid as per BVFCL policy and Govt. guidelines including CVC / Vigilance guidelines through its tender committee duly constituted by BVFCL Management. The decision of BVFCL, Namrup Management shall be final and binding to bidder.

2.00 SPECIAL TERMS & CONDITIONS:

- 2.01 The contractors have to abide by all the terms and conditions mentioned in GDCC in respect of carrying out the job, payments, settlement of disputes etc. The tenderer should carefully read and understand the clauses of GDCC before filling up the tender documents.
- 2.02 All works are to be done under the strict supervision of the contractor or his representative(s) to the entire satisfaction of the Plant in-charge/ Shift In-charge(s).
- 2.03 The clauses incorporated in the Special Terms & Conditions shall supersede such clauses appearing in GDCC also.

3.00 EARNEST MONEY & SECURITY DEPOSIT / PERFORMANCE GUARANTEE OF THE CONTRACT

- 3.01 The tenderer shall deposit the Earnest Money in the form of scanned copy of A/Cs Payee Demand Draft issued from any Scheduled Bank and drawn in favour of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, payable at S. B. I., Namrup Branch **OR** scanned copy of Bank Guarantee in prescribed format issued from any Scheduled Bank for the work in accordance with the provisions as stated in the NIT. The validity of the Bank Guarantee should be 6(six) months from issue and an additional 6(six) months as claim period as usual. The tender(s) without earnest money shall be rejected outright. However, MSE registered tenderers will be exempted from EMD deposit on submission of relevant documents as per Clause no. 3.06.
- 3.02 On acceptance of the tender by BVFC LTD., the Earnest Money deposited by the contractor with his tender will be retained by the BVFC LTD. as part of the security / performance guarantee for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit / performance guarantee which will be 10% of the total value of the contract shall have to be deposited by the contractor either by Demand Draft or in the form of Government Security, Bank Guarantee or may be recovered by percentage deductions from the contractor's "On Account" bills.
- 3.03 No interest will be payable on the Earnest Money or Security deposit / performance guarantee for the amounts deposited by the contractor under the contract.
- 3.04 Earnest Money of the unsuccessful tenderer(s) will be refunded after finalisation of contract.
- 3.05 Security Deposit / performance guarantee shall be refunded after faithful execution of the contract, as per Terms & Conditions of the contract.
- 3.06 **Exemption of tender fees/EMD etc.:**
 - a. MSEs shall be given the benefits of issue of tender documents free of cost, exemption from submission of Earnest money deposit, price preference, etc. as per Govt. Guidelines.
 - b. SC/ST owned MSE's shall submit relevant SC/ST certificates and registration should remain valid at the time of bidding.
 - c. Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular No. 1(2) (1)/2016-MA Dtd. 10/03/2016 & F.20/2/2014-PPD (Pt) Dtd. 20/09/16 subject to meeting of Quality & technical specifications.

4.00 QUOTATION OF RATES:

The tenderer(s) must quote his/ their rates for all the items as shown in the attached proforma for quoting rates.

The item rates will remain firm during the pendency of contract and no escalation in item rates will be admissible. However, in respect of wages payable to the workmen, notified increase in minimum wages/VARIABLE DEARNESS ALLOWANCE (VDA) will be released and statutory payables such as PROVIDENT FUND & statutory BONUS will be reimbursed by BVFCL as detailed below:

- 4.01 Rates should be quoted for item Nos. 1, 8 & 9 on the basis of Chief Labour Commissioner(Central)'s Notification No.1/36(3)/2019-LS-2, Dated 23.09.2019 for minimum wages. Any increase in minimum wages, as and when notified by Govt., will be borne, at actuals, by BVFCL.
- 4.02 Rates should be quoted for direct/ indirect loading for item Nos. 2, 3(a), 3(b), 3(c), 3(d), 7 & 10 on the basis of Assam Govt. Notification No. GLR/585/86/Pt./130 dt.03/03/2014. However, increase/decrease in V.D.A. notified from time to time will be reimbursed/adjusted, at actuals, by BVFCL.
- 4.03 Rates for other item Nos. 4, 5 & 6 will remain firm without any escalation during the pendency of contract.
- 4.04 Minimum Statutory Bonus payable to the workmen as per relevant Bonus Act will be reimbursed, at actual, subject to submission of relevant documents relating to payment having been made by contractor to his eligible workmen.
- 4.05 The employer's contribution towards PROVIDENT FUND will be deposited by the contractor, which shall be reimbursed by BVFCL, on actual basis, subject to submission of statement to PIR department of BVFCL showing the details of worker's wages paid for the month/ deductions made from the wages on account of PF separately and deposit of such deductions alongwith equal contribution by the contractor to Sub Regional Provident Fund commissioner, Tinsukia(Assam) and submission of the copy of challan alongwith running bills of contract as per the Clause No.20 of Special Terms & Conditions of Contract.
- 4.06 The contractor should quote his Item rates on absolute basis **which must not include VDA, Goods & Service Tax, employer's contribution towards PF and Bonus statutorily payable to workmen.**
- 4.07 PF and bonus, as applicable, shall be reimbursed to the contractor, at actual, while VDA & Service Tax will be paid alongwith the running bill.

5.00 COMPLETION PERIOD

The duration of contract shall be for 1(One) year effective from the date of letter of intent / work order or date of commencement of work. The work order may be considered to be for another 1(One) year at the same rates, terms & conditions at the sole discretion of BVFCL if the performance of the contractor is found satisfactory.

6.00 CONTRACT LABOUR ACTS ETC

- 6.01 The tenderers must be licensed contractors under 'Contract Labour (Regulation and Abolition) Act, 1970' or they should produce a certificate from Labour department to the effect that they are not covered by the Contract Labour (R & A) Act.
- 6.02 The Labour Licence mentioned in Clause No. 6.01 should be for a minimum of 325 Nos. of labours. Moreover, the license must be valid at the time of submission of tender. In case the bidder has requested the Govt. Authority for renewal of their licence, then the copy of request letter must be uploaded along with their techno commercial bid. Moreover, the request letter must have been submitted to authority prior to the bid submission date.
- 6.03 The successful tenderer shall abide by all the provisions of Contract Labour (Regulation and Abolition Act) 1970, Minimum wages Act, 1940, Factories' Act, 1948, Industrial Disputes Act, 1947, Payment of Wages Act 1936, Workmen's Compensation Act, 1923, PF Act 1952, payment of Bonus Act 1965 and the respective rules framed and amended under each of the said Acts from time to time and also other labour Act and rules applicable to the contractor and that in case the tenderer fails to do so, this Corporation shall have the right to deduct, from the contractor's bill, the expenses which are to be incurred in connection with any claim from any party including labourers engaged by the contractor.

- 6.04 The contractor requires maintaining a Register of his labourers as per provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- 6.05 The contractor shall make the payments of wages regularly to the labourers engaged by him at their individual Bank Accounts only (i.e. e-payment; no cash payment).

7.00 GATE PASS, TOOLS & ACCOMODATION OF CONTRACOR'S LABOURERS

- 7.01 The contractor shall arrange, as per BVFCL rules, gate passes/ tokens for his supervisors/ labourers. He will have to submit an application for the number of gate passes/ tokens required and after getting the same forwarded, contractor will have to take permission of the Deputy Commandant (CISF), BVFCL. The gate passes/ tokens are issued for the contractor's workers for the areas indicated in the scope of work above. It will be the sole responsibility of the contractor not to misuse the gate passes/ tokens.
- 7.02 The contractor should not engage labourer(s) below the age of 18 years and above 60 years and the labourers permitted inside the factory premises under this contract should not be employed in any other job. The contractor is required to submit officially acceptable certificates / documents in support of date of birth/age of labourers employed by him within fifteen days of issuance of Work Order. Moreover, Police Verification Report of each individual labour is also to be submitted.
- 7.03 The contractor's labourer should not be loitering at places not connected with his work and tamper with any equipment/ machinaries etc. inside factory premises.
- 7.04 The vehicles brought inside the factory premises by the contractor including the tools/ tackles and equipment etc., if any, brought with prior permission from **H.O.D. (MH) / Plant In-charge** shall be declared at the Gate and CISF will have all powers to check the vehicles when it is being taken in/out of the gate. If contractor fails to declare the contents at the time of entrance these will not be permitted to be taken out.
- 7.05 The contractor shall abide by all rules and regulations as framed by the company from time to time as applicable to his job.
- 7.06 The contractor shall make his own arrangements for providing tools and tackles, safety appliances, consumables etc. for his staff. Such facilities will not be provided by BVFCL.
- 7.07 The contractor shall be required to make his own arrangement for accommodation for his staff and BVFCL shall not be obligatory to provide accommodation to them.
- 7.08 The contractor shall be required to make his own arrangements for opening a site-office/ godown for day to day co-ordination with Plant Officials at a specified place inside the factory premises near his work place after obtaining due written permission from BVFCL.
- 7.09 The supervisor of the contracting firm shall ensure that his workers shall start work in the plant or areas on direction/clearance from representatives of BVFCL. The contractor's supervisor shall ensure strict compliance with the instructions received from BVFCL.
- 7.10 All civil and / or criminal liability arising out of infringements enforceable at this stage or which are likely to be endorsed during the pendency of the contract arising out of employment of his workers in the factory or / any injuries sustained by his workers during the performance of the work by them in the factory premises will be the responsibility of the contractor. Any expenditure incurred by BVFCL in facing or defending any situation or litigation arising out of negligence of the contractor's supervisor or his workers will be debited to the account of the contractor and will be recovered from his dues.
- 7.11 The contractor must clearly understand that he is bound by this contract rigidly and shall enforce all safety regulations by BVFCL and will ensure proper use by his workers of all the safety and personnel protective equipments. In case of any accident or fatal accident which in the opinion of BVFCL can be termed as serious violation of BVFCL safety rules and regulations and/or infringement of any enforceable statutory

provision on the part of the contractor's labourer and his supervisor, the same will be dealt by BVFCL in the manner laid down for serious violation of such terms. It would be open for BVFCL to terminate all further contracts with the contractor who has been violating this safety clause three times in a year.

- 7.12 It will be the responsibility of the contractor or his supervisor to ensure prompt medical attention at BVFCL's FIRST AID post/ main Hospital, in case any of his employees gets injured on work. Every injury must be brought promptly to the notice of BVFCL official under whom the contractor is functioning and the contractor's supervisor will give all required details to him as to how the accident occurred. The contractor or his supervisor will fill and submit the required no. of forms immediately. The BVFCL administration has to report the dates of resumption of duty of the injured worker to relevant Government authorities and as such the contractor has to inform the Plant / Shift in Charge(s) the date of resumption of duty of injured worker.
- 7.13 Overtaking, rush and careless driving inside the factory and driving vehicles without light and number plates/registration are strictly prohibited. Speed regulations and other driving rules inside the factory premises must be adhered to. No man under administrative control of the contractor shall enter the factory under the influence of any drugs or alcoholic drinks.

8.00 SAFETY MEASURES

- 8.01 Most parts of the factory are declared as **NO SMOKING** area and whenever contractor's labourers or supervisor execute the work or pass through the area, they must strictly observe the common rules in this respect. Any consequences, losses etc. to BVFCL arising out of non-compliance with this regulation on the part of the contractor's staff will be debited to the account of the contractor and will be recovered from his dues.
- 8.02 Contractor must ensure strict adherence to safety regulations of the company and should execute every job with due care, caution and strictly observe recognised safe practices in doing the job. Whatever equipment the contractor might bring in the factory in pursuance of execution of his job must be strong, rigid and safe. Personnel protective equipments such as helmets, eye and face shields, goggles, handgloves as necessary for protection of life and limbs of contractor's employees will be arranged and provided by the contractor. However, only safety belt, if required, will be provided by BVFCL on returnable basis. Proper use of safety appliances by his employees will be sole responsibility of the contractor.
- 8.03 Contractor should provide and ensure that the labourers deputed by him for loading and other operations wear suitable non-slippery shoes and protective equipments to avoid accident.

9.00 AGREEMENT

The contractor's responsibility under the contract will commence from the date of his letter accepting the tender. The successful tenderer will be required to execute an agreement on a non-judicial stamp paper of Rs. 20/-(twenty) within 07(Seven) days from the date of receipt of letter of acceptance by him for carrying out the work according to General Directions & Conditions of Contract and specifications of the scope of works, special terms & conditions of the NIT. The agreement is to be executed in the agreement form of the work in the specified proforma of BVFCL. The provisions contained in the tender paper and other documents exchanged between the tenderer & BVFCL shall form part of contract. If the contractor fails to execute the agreement within the prescribed period the Company shall be at liberty to cancel the contract forthwith. The cost of the stamp paper for agreement will be borne by the contractor.

No payment shall be made unless the agreement is executed.

10.00 PROCEDURE FOR PAYMENT

- 10.01 Payment for loading & stacking of 45 Kg. Urea filled bags as per item Nos. 3(a), 3(b), 3(c) and 3(d) will be made for the quantity despatched through wagons/ trucks on monthly basis within 10th of every month.

- 10.02 Payment for loading incentives @ Rs 2.00 per MT as per Item No. 3(e) against execution of loading and dispatch of rake/rail wagons within the stipulated demurrage free time period will be made monthly on the basis of actual work so carried out during the month.
- 10.03 Payment for Item Nos. 1, 2, 4, 5, 6, 7, 8, 9 & 10 shall be made monthly on the basis of actual work carried out during the month.
- 10.04 The contractor shall prepare the bill in triplicate on monthly basis supported by one copy of challan specifying the activities of the schedule of rates duly signed by the authorised representative of **H.O.D.(MH)** who after due verification of the bill will pass it on to Company's Finance & Accounts Department for release of payment. All formalities relating to PF, deduction of Security Deposit & Income Tax, recovery of demurrage and other penalties / outstanding, as applicable, will be made before releasing the payment to the contractor. In addition, any Tax & duty leviable to the contractor on account of Govt. notifications will be deducted from the bills and deposited to Government.
- 10.05 The payment to the contractor shall be made within a period of ten days from the date of submission of bills duly verified and recommended by the **H.O.D. (MH)**. However, if payment is delayed for any reason, it will not vitiate the terms of the contract nor will give any right to the contractor to suspend work under the contract or claim damage / interest on account of delayed payment.
- 10.06 The contractor shall have no claim for any interest with respect to any delay in payment of monthly / final bill or refund of security deposit in respect of amount which may be in the hands of BVFCL owing to any dispute between BVFCL and the contractor.

11.00 PENALTIES/ RECOVERIES

- 11.01 Any shortfall in the number of bags issued/ drawn from bag store vis-à-vis the number of bags used for bagging and / or in torn/ damaged/ soiled condition will be to contractor's account and penalty for improper accounting of bags shall be levied @ actual landed cost of each bag plus 20% administrative charges.
- 11.02 If weighment check is not carried out as per Clause No. 2.02(c) & 2.04(a) of the scope of work, penalty @ Rs. 20.00 per bag shall be leviable for each bag so identified to be having variation in weight, short or excess, beyond prescribed limit.
- 11.03 Short loading of bags in trucks / wagons, if found on surprise check as per Clause No. 2.03(a) & 2.05 of Scope of work shall invite a penalty of Rs. 500 per truck and Rs. 1000/- per wagon. In case of excess loading, penalty shall be equal to retention price of excess quantity loaded or penalty of Rs. 500/- per truck / Rs. 1000/- per wagon whichever is more.
- 11.04 The contractor shall be required to arrange sufficient number of loaders so as to load/stack 2600 MT plus of bagged urea into empty wagons within the demurrage free period of 07 hours (including time for cleaning of wagons) of placement of wagons on loading platform. The wagons shall be placed on loading / stacking platform(s) in two batches of 22/20 nos. of wagons each. After loading of 1st. batch of wagons, the same will be withdrawn from the loading/ stacking platform and 2nd batch of wagons shall be placed for further loading of urea bags. The actual loading time (including opening & closing of wagon doors, cleaning of wagons) for both the batches will not exceed 07 (seven) hours. Empty wagons will be placed at both Namrup-II & Namrup-III plants. In case of failure on the part of the contractor to load the wagons within the stipulated time frame, actual demurrage charges levied by Railway authorities on BVFCL will be recovered from the contractor's bill.
- 11.05 In case, cleaning of wagons as detailed in Clause No. 2.04(c) of scope of work are found unsatisfactory, a penalty of Rs. 100/- per wagon shall be levied on the contractor. The decision of Plant In-charge, in this regard, shall be final and binding on the contractor.

- 11.06 On any day, if the contractor fails to clean all the spillages in the areas mentioned in the scope of work as detailed in Clause No. 2.04(b) of Scope of work, penalty @ Rs. 1000/- per day will be leviable on the contractor and no payment shall be released for the work carried out on that day. The decision of the Plant In-Charge will be final regarding imposing such penalty and will be binding on the contractor.
- 11.07 Failure to adhere to the following clauses will lead to recovery @ Rs. 20 per bag from the payment due to the contractor -
- a) Bags loosely stitched/ improperly stitched and lying on operating floor/ loading platform(s) must be standardised by the contractor immediately without any cost on BVFCL.
 - b) Filled bags pushed off from the belt conveyer(s)/ discharge chute(s) should be immediately put in the stack on the loading platform.
 - c) Filled bags pushed off from trucks/ wagons and lying on the truck loading bay or rail tracks should be immediately removed and stacked properly on the stacking platform(s) without any extra cost.
- 11.08 Recovery @ Rs. 20 per MT shall be made, if the proper stacking is not done on stacking platform(s) or if refused to stack at specified places on stacking platform(s) as and when required by Plant/ Shift In-charge(s) or his representative as detailed in Clause No. 2.03(b) of Scope of Work.
- 11.09 In case of late start of bagging operation, a recovery @ Rs. 150 per slat per hour shall be made from the payment due to the contractor.
- 11.10 If the performance of man-power deployed for jobs in Sl. No. 2.01, 2.04(b) & 2.07 of Scope of work of the NIT on a particular day is found unsatisfactory resulting in disruption to bagging operation, no payment for the work force so deployed for the above jobs will be released for that day. In addition to above, the job will be carried out by engaging another agency at the sole risk & cost of the contractor. The decision of **H.O.D. (MH) / Plant In-charge** shall be final & binding on the contractor.

12.00 OBLIGATIONS OF CONTRACTOR

- 12.01 Since the job is labour oriented strict adherence of various applicable labour laws like Factories' Act, Minimum Wages Act, medical / ESI facility, Payment of Wages Act, Workmen's Compensation Act, Provident Fund and Misc. Provisions Act- 1952, Contract Labour (R&A) Act 1970 and other statutory enactments, as amended from time to time, to the entire satisfaction of CENTRAL / STATE government authorities shall be the responsibility of the contractor and he shall have to make good losses, if any, suffered by BVFCL on account of default in this regard by the contractor. The contractor shall have to arrange relevant and necessary Labour Licence from the Licensing Authority of the appropriate government.
- 12.02 Expenses against medical / ESI facility under ESI Act shall have to borne by the contractor.
- 12.03 **Personal Accident Insurance Policy:** Contractor shall buy Personal Accident Insurance (24x7) policy for workers deployed under the contract. Contractor shall ensure that no worker should enter the BVFCL factory premises or working area without insurance cover as stated below:
- i) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
 - ii) The policy should be purchased from a duly licensed company by Insurance Regulatory and Development Authority (IRDA).
 - iii) 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.

iv) 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.

12.04 The contractor has to ensure proper upkeep of the weighing cum filling machines, stitching machine and slat conveyer(s) on daily basis so as to ensure smooth function of the Bagging plant. Special care should be made to ensure cleanliness in the plant area.

12.05 The contractor shall be fully responsible for the total contractual obligations and answerable to BVFCL authority for due and faithful execution of work. It shall be sole responsibility of contractor to engage sufficient workers for various jobs involved, fix up their shift timings, allocate and change duties, supervise the work done by them, to take disciplinary action in case of any misconduct committed by them and remove/ terminate their services. BVFCL shall not take any responsibility in regard to their terms & conditions of service while in the service of the contractor or thereafter. However, it shall be obligatory on the part of the contractor to abide by the various provisions contained in Contract Labour (R&A) Act and rules made thereunder and other statutory provisions in regard to employment and terms & conditions of service in respect of workmen employed by him.

12.06 The contractor, on being awarded the work, shall submit a written undertaking from labourers and supervisors employed by him as given hereunder -

"That he will not resort to any unfair labour practices, such as illegal strikes, willful go slow, gherao of any Managerial and other staff, indulging in act of violence to hold out threats of intimidation of any worker with a view to prevent him from attending works and causing any damage to Company's properties. He will maintain good discipline at work premises."

Compliance of the above conditions is the sole responsibility of the contractor.

13.00 LABOUR LAW & MINIMUM WAGES:

The contractor shall make payment to his workers as per provisions for minimum wages along with other applicable benefits extended by BVFCL as per Govt. of Assam/ Govt. of India notifications/circulars issued from time to time during the tenure of contract. The Contractor shall obtain Labour License from the Competent Authority of Govt. of India for the number of workers engaged by him in consideration of work condition as mentioned at **Clause No.1.00 of Scope Of Work** and submit an attested copy of the same at the time of start of work to the Principal employer.

The contractor shall strictly abide by all the provisions of Contract Labour (Regulation & Abolition) Act 1970.

13.01 The wages of the labourers are to be paid by the Contractor on or before 10th of every month. The contractor shall maintain all records & registers required under law.

13.02 Item Nos. 2, 3(a), 3(b), 3(c), 3(d), 7 & 10 are governed by the rates applicable to workmen engaged for loading & unloading of Urea bags as per Govt. of Assam Notification NO. GLR.585/86/Pt/130 dt. 03/03/2014.

13.03 Item No. 1, 8 & 9 are governed by the minimum wages applicable to workmen as per Govt. of India's. Notification No.1/36(3)/2019-LS2, Dated 23.09.2019.

13.04 Payment of minimum wages and other benefits to the supervisors, if any, engaged by contractor shall be responsibility of the contractor. Payment of such wages in respect of supervisors shall be made at actual only on due verification of their actual attendance and work performed.

13.05 Workmen engaged in loading/unloading jobs will be granted annual leave with wages @ one day for every twenty days of work performed for 240 days or more during the previous calendar year.

13.06 VDA, as applicable, for Item Nos. 2, 3(a), 3(b), 3(c), 3(d), 7 & 10 shall be paid along with each running bill.

- 13.07 Employer's contribution towards Provident Fund for the eligible workmen employed by the contractor will be reimbursed by BVFCL on submission of valid required documents like PF challan etc. subject to scrutiny thereof, while Goods & Service Tax will be paid along with the running bill. The copy of the Goods & Service Tax clearance certificates shall be submitted after every quarter of the contract tenure for regularisation of our book of account.
- 13.08 Minimum statutory Bonus @ 8.33% over minimum wage for the eligible workmen employed by the contractor, on completion of one year, will be reimbursed to the contractor by BVFCL on production of documentary evidence of having paid bonus to workmen engaged by the contractor against this contract.
- 13.09 The contractor shall ensure that disbursement of wages to his workmen is made to their individual Bank Accounts (i.e. e-payment) the record of which is subsequently to be maintained in register of wages-cum-muster roll.
- In case of failure on the part of the contractor to make payment of wages to his workmen, BVFCL will make the payment of wages in full or the unpaid balance due to his labourers, and will recover the amount so paid from the contractor.
- 13.10 The contractor has to maintain the following registers & records for his workmen in respect of works in which contract labourer has been engaged and these are to be produced on demand before the inspector or any other authority under the labour act -
- a) Registers of workmen
 - b) Employment Cards
 - c) Muster Roll
 - d) Register of wages or register of wages-cum-Muster-Roll
 - e) Register of over time
 - f) Wage Slip
 - g) Register of deduction for damage/loss
 - h) Register for fines
 - i) Register for advance payment.

14.00 FORCE MAJEURE

The terms and conditions agreed upon under the contract shall be subject to force majeure. Neither the contractor nor BVFCL shall be considered in default in the performance of their obligation contained therein, if the performance is prevented or delayed or restricted or interrupted with by the reasons of wars, hostilities, revolutions, civil commotion, strikes, epidemics, accidents, fire, flood, earth quake, regulation or ordinance or requirement of any government or any sub-division thereof or authority or representative or any such government and /or due to technical snags/ reasons or any other act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable consent of the parties hereto or because of any act of God.

The party so affected after giving proper notice to the other party shall be excused from such non performance to the extent of such prevention, delay, restriction or performance for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for restoration of the contract.

15.00 ARBITRATION & CONCILIATION

- 15.01 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"
- 15.02 The arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996
- 15.03 Both the parties shall continue to fulfill their respective obligations under the contract during arbitration proceedings.

16.00 JURISDICTION

Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the jurisdiction of the court at Dibrugarh (Assam) only.

17.00 TERMINATION

In case of the services of Contractor is/are not considered satisfactory, BVFCL shall have the right to terminate the contract without assigning any reason whatsoever after giving 1(one) month's notice in writing.

18.00 LAW GOVERNING THE CONTRACT

This contract shall be governed by Indian Laws for the time being in force.

19.00 SPECIAL CONDITION RELATED TO THE WORK

- 19.01 The Contractor shall engage proper supervisor(s) to carry out the various types of loading / cleaning jobs so that safety of the workers engaged by the contractor is adequately ensured to prevent any accident for which BVFC Ltd. shall not be held responsible.
- 19.02 While engaging workers, the contractor shall ensure the character and antecedents of workers so employed by him to prevent entry of any undesirable elements inside the factory premises. The contractor has to give an undertaking in this regard.

20.00 EMPLOYEES PROVIDENT FUND

The contractor must be registered with "PF" authorities and have their own PF registration / Account No. under the Employees' Provident and Miscellaneous Provisions Act, 1952 and complete all the formalities under the Act and directives of PF commissioner. Contract labour shall be eligible and required to become a member of the PROVIDENT FUND from the date of joining. The contractor's worker shall subscribe to the fund a sum equivalent to 12% of the wages, including dearness allowance, rounded to the nearest rupee. The contractor shall also contribute a sum equal to the total of each such compulsory subscription every month plus allied charges like EDLIS and administrative charges etc.

The contractor must submit a statement to PIR Department of BVFC Limited showing the details of workers' wages paid for the month /deductions made from the wages on account of PF separately and deposit such deductions along with equal subscription by the contractor to PF commissioner and submit the copy of challan along with running bill for clearance of his payment.

Contractor shall furnish requisite form no 11 & 2 (revised) (Declaration & Nomination Forms respectively) in duplicate from all the eligible members. The contractor shall also maintain the requisite register of the eligibility of contract labourers employed by him for membership of PF. A representative of the Company will check the said register every month. The contractor would complete EPF forms (No. 4 & 5) and submit the same in duplicate to the Sub-Regional Provident Fund Commissioner, Tinsukia (Assam).

The reimbursement of employer's contribution towards Employees' Provident Fund shall be restricted upto the actual amount deposited with PF authorities under Employee Provident Fund Account No.1 (Provident Fund contribution - limited to employer's share) and Employees Provident Fund Account No. 10(Pension Fund contribution - limited to employer's share) after submitting photo copies of received PF challan and verification of other relevant records by PIR department, BVFCL on monthly basis. PF administration charges, if any, will not be reimbursable. The contractor shall deposit a separate challan with PF authorities for the contract workers employed at owner's site.

Immediately after expiry of contract, the contractor shall get Form No. 10 & 19 filled up from all the employees employed during the contract, arrange to submit the same to the Sub-Regional Provident Fund Commissioner, Tinsukia (Assam) and submit documentary evidence in this regard to PIR department, BVFCL.

21.00 HOLIDAYS

Bagging / stacking in stacking platform(s) / loading in trucks / wagons in Bagging plant is a continuous process and on no occasion the process should be disrupted by workmen on the pretext of availing Holidays. However, the following National Holidays/ Festival Holidays can be granted to workmen on prior written request by the contractor without affecting the working schedule of Bagging Plant.

21.01 Paid Holidays: 26th January, 1st May, 15th August. and 2nd October.

21.02 Festival Holidays: Contractor's workmen/Loaders can avail maximum of 07 nos. of festival holidays, out of the following, on prior sanction and without affecting normal activities -

1) Magh Bihu. -1 day	6) Id – Ul – Fitre – 1 day
2) Mahashivaratri – 1 day	7) Durga Puja – 1 day
3) Rongali Bihu - 1 day.	8) Diwali- 1 day.
4) Janmastami- 1 day.	9) Chaath puja – 1day
5) Holi/Dolyatra – 1 day	10) Sankar Janmostav – 1 day
	11) Christmas – 1 day
Plus any other religious festival according to their faith.	

22.00 WORK SCHEDULE IN SHIFTS

22.01 The contractor shall arrange suitable number of workforce. In the event of replacement of workers, no damage should occur to the machine/ equipments of Bagging Plant or lead to accident-prone operation.

22.02 Factory timings shall be 06.00 AM to 02.00 P.M. (Morning shift), 02.00 P.M. to 10.00 P.M. (Evening shift) and 10.00 P.M. to 06.00 A.M. (Night shift) and General shift between 7.30 A.M. to 05.00 P.M. Bagging / loading operations will have to be started at the beginning of the shift without any loss of time. Relieving of the outgoing shift staff shall have to be done by the incoming shift staff on man to man basis, failure to which will lead to penalty/ recovery as per penalty/recovery Clause No.11.09.

- 22.03 Placement of Railway wagons can take place during any time of day & night. Therefore, the contractor has to arrange for and mobilize laborers for loading of urea filled bags in wagons during any shift i.e. Morning shift (06.00 A.M. to 2.00P.M.), Evening shift (02.00P.M. to 10.00 P.M.) & Night shift (10.00 P.M. to 06.00 A.M.) as per the requirement. The entire cleaning of wagons and loading work of required quantum should be completed within the stipulated time period of 07 hours after placement of wagons in loading platform(s). In case of failure to load within the stipulated period demurrage due to delay in loading shall be attributed to contractor and penalties shall be imposed as per penalty Clause No 11.04.
- 22.04 The cleaning labourers shall have to act as per above-mentioned time schedule i.e. as per Clause No. 22.02 and according to the direction of Plant / Shift In-charge(s) or his representative.
- 22.05 The Bagging activities will be continuous and therefore, no break/disruption can be permitted to bagging / stacking / despatch of total production of Urea from Bagging Plant. Stacking / direct loading of Urea product must also continue during the period of wagon/truck loading as per the direction of Plant/Shift In-charge(s).

23.00 BVFCL'S OBLIGATIONS

- 23.01 Empty bags, lubricants, needles & thread spools, as required, will be provided by the company free of cost to the contractor in Bagging Plant premises from bagging plant storage area daily as per bagging / loading requirement and the contractor will be responsible for their safe custody and proper use.
- 23.02 To ensure scheduled availability and expeditious placement of rakes/wagons on loading platform(s) in plant and their prompt withdrawal after loading.
- 23.03 To ensure bagging & stitching machines remain healthy and in good working condition.
- 23.04 Scheduling of trucks does not interfere with expeditious handling of urea loading in wagons.

(N.M.Das)
Addl. Chief Engineer (Mech),
H.O.D. of Material Handling Department

PROFORMA FOR QUOTING RATES (BAGGING PLANT-II & BAGGING PLANT-III)

Name of Work : Handling of urea for despatch from BVFCL Plants

Ref NIT No. UH/BP/2020-21/001/067 Dated : 30/07/2020

Item Sl. No.	Description of Item	Unit	Estimated Quantity			Basic Unit Rate (`)	Contractor's profits per basic unit rate (In `)	Total quoted rate per basic unit rate (In `)	Total quoted amount against estimated quantity (In `.)
			N - II	N - III	Total				
1	De-choking of feeder chutes of bulk conveyors from 13ET-5 to 13ET-12 of Bagging Plant-III and 13ET-3 to 13ET-10 of Bagging Plant-II assistance in neem oil spray at spray points including, among others, unloading of neem oil from tankers to the neem oil tanks, regular monitoring of neem oil pumps, controls and other plant parameters including cleaning and dechoking of spray nozzles and dedusting of CCTV cameras installed at spray locations, as per clause No. 01 of Scope of work of NIT.	Man-day	939.00	1565.00	2504.00	403.00			
2	Feeding of bunkers from product conveyors of Bagging Plant ensuring free flow of material from bunkers (with hammering / poking if required), filling of 45 kg bags (HDPE or PP) with urea by operating weighing- cum- tipping machines (2 Nos. per bagging slat) and stitching of urea filled bags with online stitching machine including all associated jobs such as continuous feeding of empty bags from site bag store, random checking of weight of filled bags one in every 50 bags per weighing-cum-filling machine, dropping of stitched bags through chutes and managing urea filled stitched bags over Loading Platform Conveyor(s), collection of fresh/ damaged/ soiled bags from the operating area and return of the same to bag store after segregation in lot of 25 bags and lubrication of stitching machines etc. and other associated jobs as required for smooth and trouble free operation of Bagging Plant-II & III as detailed in (a) to (d) & associated jobs as stated(I to IV) in clause No.2.02 of scope of work of NIT.	MT	38000.00	213000.00	251000.00	15.75			
3 (a)	Carrying of 45 Kg. urea filled bags from LPC discharge chute(s) and loading directly into trucks/wagons within 10 metres or stacking on the platform within 10 metres	MT	30400.00	170400.00	200800.00	31.50			

Item Sl. No.	Description of Item	Unit	Estimated Quantity			Basic Unit Rate (`)	Contractor's profits per basic unit rate (In `)	Total quoted rate per basic unit rate (In `)	Total quoted amount against estimated quantity (In `.)
			N - II	N - III	Total				
3 (b)	Lifting of stacked urea bags from stacking platform and loading them into trucks/wagons within 10 mtrs or restacking on the platform (if required) within 10 metres	MT	23180.00	129930.00	153110.00	31.50			
3 (c)	Carrying of 45 Kg. urea filled bags from LPC discharge chute(s) and stacking on the platform beyond 10 metres and upto 20 metres	MT	7600.00	42600.00	50200.00	35.54			
3 (d)	Lifting of stacked urea bags from stacking platform and loading them into trucks/wagons beyond 10 metres and upto 20 metres or restacking on the platform (if required) within a distance of 20 metres	MT	7600.00	42600.00	50200.00	35.54			
3(e)	Provision for loading incentive against execution of loading and despatch of rake / rail wagons within the stipulated demurage free time period	MT	36100.00	191700.00	227800.00	2.00			
4	Thorough cleaning of empty wagons to make them fit for loading of urea filled bags including opening and proper closing of wagon doors and spreading of plastic/polythene sheets on wagon floors before loading of urea bags as per direction of Plant/Shift-In-Charge	No.	630.00	1890.00	2520.00	50.38			
5	Counting of number of urea bags by unloading and reloading them as and when required as per Clause No. 2.05 of Scope of Work								
5(a)	In loaded trucks	No.	50.00	150.00	200.00	23.27			
5 (b)	In loaded wagons.	No.	10.00	15.00	25.00	36.99			
6	Standardisation of weight of filled bags in loaded trucks by unloading of bags and then reloading with standard weight bags, as and when required, as per Clause No. 2.06 of Scope of Work	MT	80.00	500.00	580.00	76.59			
7	Reclamation of spilled urea from stacking platform, operating floor, instrument floor and manual filling in HDPE bags and weighing upto 45 Kg net and then stitching with hand stitching machine(s)/slat stitching machine(s), carrying and stacking at specified place within 20 mtr. distance.	MT	380.00	3195.00	3575.00	60.92			

Item Sl. No.	Description of Item	Unit	Estimated Quantity			Basic Unit Rate (`)	Contractor's profits per basic unit rate (In `)	Total quoted rate per basic unit rate (In `)	Total quoted amount against estimated quantity (In `.)
			N - II	N - III	Total				
8	Reclamation of spilled urea / urea dust of bulk conveyors from 13ET-5 to 13ET-12 of Bagging Plant-III and 13ET-3 to 13ET-10 of Bagging Plant-II (including washing, if required) as per direction of Plant/Shift-In-Charge.	Man-day	1878.00	2191.00	4069.00	403.00			
9	General and regular cleaning of plant by collecting wastes, dust, scraps etc. and dumping at specified place within plant battery limit inclusive of regular sweeping/brooming and removing dirt so as to give a decent look to the plant including occasional washing of stacking platform along with operating, instrument & bunker floors by fire water hose as per Clause No. 2.07 of Scope of Work and as per direction of Plant/Shift-In-Charge.	Man-day	1252.00	1878.00	3130.00	403.00			
10	Loading of bio-fertilizer bags into wagons from stacking platform.	MT	5.00	50.00	55.00	31.50			
11	Engagement of manpower for monitoring the overall bagging, loading / unloading and other associated activities.	Man-day	900.00	1200.00	2100.00	403.00			
Amount against expenses towards ESI / Medical facility per annum in Rs. (this shall be paid proportionately on tonnage basis for the quantity mentioned in the NIT i.e. 2,51,000 MT)									
Amount against expenses towards tools & tackles, safety appliances, consumables etc. per annum in Rs. (this shall be paid proportionately on tonnage basis for the quantity mentioned in the NIT i.e. 2,51,000 MT)									

(N.M. Das), H.O.D. - Material Handling Deptt.

Signature of tenderer with date :
Name of tenderer :
Full address of tenderer with seal :

Note : Tenderers are required to -

- Quote for all the items and in all the columns both in figures and in words.
 - Quote the rates referred to basic unit rate as given in the PROFORMA
 - Quote Total amounts including Wage, profits in the last column of the PROFORMA against total estimated quantities of each item.
- All the entries in each column should be correctly typed.
- Tenderers shall quote their Rates exclusive of statutory dues.

(HANDLING OF UREA FOR DESPATCH FROM BVFCL PLANTS)

I/We hereby confirm that :

- DD No : Dated: Drawn on:
- For Rs.: In favour of:

- ISSUED TO :

Tenderer

M/S.

Name:.....

Firm/Company:.....

Dated:

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and BVFCL.)

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) hereinafter referred to as "The Principal".

AND

..... hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 : Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 : Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 : Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6 : Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub -contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub - Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 : Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman & Managing Director,, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word "Monitor" word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1 :
(Name & Address)

.....
.....
.....
.....

Witness 2 :
(Name & Address)

.....
.....
.....
.....

Witness 1 :
(Name & Address)

.....
.....
.....
.....

Witness 2 :
(Name & Address)

.....
.....
.....
.....

GENERAL DIRECTIONS & CONDITIONS OF CONTRACT



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.

P.O PARBATPUR: PIN- 786623

DIST: DIBRUGARH, ASSAM

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1. Definitions & Interpretations:

In this General Directions & Condition of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a. 'BVFCL' shall mean the Brahmaputra Valley Fertilizer Corporation Ltd. or its Administrative Officers authorised to deal with any matter with which the presents are concerned on its behalf.
 - b. 'General Manager' shall mean the Executive in executive charge of the whole of Namrup Project of BVFCL.
 - c. 'Engineer' shall mean the Executive' in charge of the work and shall include the superior officers of the Engineering Department of BVFCL.
 - d. 'Engineer's Representative' shall mean the Assistant Engineer in direct charge of the works and shall include any Engineering Assistant or Overseer appointed by BVFCL.
 - e. 'Contractor' shall mean person, firm or Company who enters into contract with BVFCL and shall include their executors, administrators, successors and permitted assigns.
 - f. 'Contract' shall mean and include the agreement of the work order, the accepted schedule of rates or the schedule of the rates of BVFCL modified by the tender percentage for items of the works quantified or not quantified, the General Conditions of Contract, the Special Conditions of Contract, if any, the drawings, the specifications, if any, and tender forms if any.
 - g. 'Works' shall mean the works to be executed in accordance with the contract.
 - h. 'Specification' shall mean the specifications for materials and works issued under the authorities of the Engineer or as amplified, added or specified by special specifications if any.
 - i. 'Site' shall mean the site and other places on, in or through which the works are to be carried out and another lands or places provided by BVFCL for the purpose of the contract.
 - j. "Government" means an includes the Central Government as well as State Governments.
2. **Singular & Plural** – Words carrying singular number shall also include plural and vice versa, where context requires.
 3. **Headings** – The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be the part of or taken into consideration in the interpretation or construction there of or of the contract.
 4. **Law governing the contract:** The contract shall be governed by law for the rime being in force in the republic of India.
 5. **Services of notices of contract:** The contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the Contractor or his authorised agent or left at or posted to the addresses so given and shall be deemed to have been given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
 6. **Occupation and use of land:** No land belonging to or possession of BVFC shall be occupied by the Contractor without permission of BVFC. The contractor shall not use or allow to be used, the site for any purpose other than that of executing the works.
 7. **Commencement of works:** The contractor shall commence the works within the 7 (seven) days of the receipt by him an order, in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
 8. **Tender documents available for Inspection:** Tender Documents consisting of the designs, drawings, schedule of quantities and rates of the various items along with their description and complete specifications and the sets of "General Direction and condition of contract" or any other document required in connection with the signed for the purpose of identification by the

Engineer shall be open for inspection by the tenderers at the office of the Engineer during the office hours on all days (except sun-days and holidays).

9. **Incomplete Tender Papers:** If a tender issued to an intending tenderer is incomplete he shall request the office of Engineer to complete the same before he delivers his tender.
10. **Earnest Money & Security Deposit:** The tenderer should deposit Earnest Money in one of the following forms with the Finance Manager. The Brahmaputra Valley Fertilizer Corporation Limited, Namrup Unit, P.O. Parbatpur, PIN-786 623 and attach receipt there of with his tender. On acceptance of the tender by BVFC the Earnest Money deposit by the contractor with his tender will be retained by the BVFC as part of the security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit which will be 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) shall have to be deposited by the contractor either in cash or in the form of Government securities, Bank Guarantees or it may be recovered by percentage deductions from the contractor's "On Account" bills.

The Earnest Money shall be deposited by the tenderer in any of the following forms:-

- a. Cash.
- b. Demand Draft drawn on the State Bank of India, Namrup, in favour of the Brahmaputra Valley Fertilizer Corporation Limited.
- c. Deposit at call receipt of any Scheduled Bank.

Earnest Money shall not be accepted in any form other than those specified above and the tender not accompanied by Earnest Money in the proper form may not be considered.

No interest will be payable on the Earnest Money of Security deposit or the amounts payable to the contractor under the contract.

11. **Tenderer to study Tender Documents carefully:** The tenderer shall study all the Tender Documents very carefully. He should visit the site and satisfy himself as to the local conditions the accessibility of the site, the full extent and character of the operation the nature of the ground, the type of the machinery and the equipment needed, the conditions affecting the supply of materials and labour and the execution of the contract generally. No claim on ground of want of knowledge in such respects will be entertained.
12. **Tenderer by other than individuals:** When the tender submitted is not in the name of an individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and shall be signed by the person or persons duly authorised by him by means of legally valid document (or a duly certified copy of the same) which shall be attached with the tender. For illustration, in the event of a tender being submitted by a Partnership Firm, it must be signed separately by each partner, or in the event of the absence of any, it must be signed on his behalf by a person holding a Power of Attorney authorising him to do so, such Power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
13. **Tenderer to Quote both in Figures & Words:** The Tenderer should quote in figures as well as in words the rates for each item. He should clearly mention the amount against each item and strike the total wherever necessary. Special care should be taken that the percentage & the rates are always written in both words and figures in a way that interpolation is not possible. The word "Rs" should always be put before and the word "only" at the end of the word or figures i.e., Rs. 250/- only/Rupees Two hundred and Fifty only. Erasures or over-writings of any kind in the tender may render the tender subject to outright rejection.; Where necessary, the original figures and words should be scored out and corrected figures and words written and the corrections attested by the tenderers.

14. **Declaration of tenderer's relation with BVFCL Employees:** Should a Tenderer or a Contractor or a share holder (in the case of a firm or a company of Contractors), have a relative employed in the capacity of Assistant Engineer and above in BVFCL, the tenderer shall inform BVFCL of such fact at the time of submission of the tender, failing which BVFCL may, in its sole discretion, reject the tender or rescind the contract in accordance with provisions of Clause 66.
15. **BVFCL not to assign any reason for rejection of Tender:** The acceptance of tenders will rest with BVFCL which does not bind itself of accepting the lowest tender and reserves to itself the right (i) to reject all tenders or (ii) to split up the work in part amongst two or more contractors (iii) to accept the work in part and not in its entirety, if considered expedient without assigning any reason or giving any explanation thereof.
16. **Tenders liable to rejection:** The following tenders will be liable to summary rejection:
 - i) Tenders submitted by tenderer who resort to canvassing.
 - ii) Tenders which do not fulfil all or any of the conditions laid down in the tender documents or are incomplete in any respect.
 - iii) Tenders, which contain uncalled for remarks or any alternative/additional conditions.
17. **Tenderer bound by his Quotation:** The rates quoted in the tender are to hold good for 3 months from the date of opening of the tender after which the rates are to be confirmed by both the parties before executing the contract. No tenderer can withdraw his tender or revoke the same within the said period of 3 months. If a tenderer withdraws or revokes his tender or revises the tendered rates of any items within the aforesaid period of 3 months, his Earnest Money will be forfeited.
18. **Contractor to Execute Agreement:** The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the tender. The tender documents and letter of acceptance shall constitute the contract.
The successful tenderer shall be required to execute an agreement with the Brahmaputra Valley Fertilizer Corporation Limited, Namrup, Assam, within 7 (seven) days of the receipt of Letter of Acceptance for specification of works and materials by him, as may be given in the Tender Documents and Special Conditions of Contract. The agreement to be executed will be in Agreement Form of works to be specified by BVFCL. The provisions contained in Tender Documents and any other documents exchanged between the tenderer and BVFCL shall form part of the contract.
19. **Final Certificate:** On the completion of the work the contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given, nor shall the work to be considered to be completed unless the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off the dirt from all woodwork, doors, windows, walls, floors or other part of any building, in upon or about which the work has been executed or of which he may have had possession or use for the purpose of execution thereof, nor until the work shall have been measured by the Engineer, or whose measurements shall be binding upon and conclusive against the Contractor. If the Contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and dispose of the same, as he think fit and clean off and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by sale thereof.
20. **'On Account' Payment:** The contractor shall be entitled to be paid monthly by way of 'On Account' Payment only for such works as in the opinion of the Engineer or the Engineer's representative's certification of measurement shall be subject to any deductions which may be made under these presents and shall further be subject to a retention of ten percent by way of Security Deposit determined in terms of clause 11, provided always that the Engineer may by any certificate, make any correction or modification in any previous certificate which shall

have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

21. **“On account” payment not prejudicial to final settlement:** “On Account” payment made to the Contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to infer from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
22. **Payments to Contractor’s Bank, if So Desired:** Payments due to the contractor may if so desired by him, be made to his Bank instead of direct to him provided that the Contractor furnishes to the Engineer, (i) an authorisation in the form of legally valid document such as a Power of Attorney conferring authority on the Bank to receive payment, and (ii) his own acceptances of correctness of the accounts made out as being due to him by BVFCL or his signature on the bill or other claim preferred against BVFCL before settlement by the Engineer of the account or claim by payment to the Bank. The receipt given by such Bank shall constitute a full and sufficient acquittance for the payment. Receipts for the payments made on account of a work, when executed by a partnership. Firm, must also be signed by the several Partners, except where the contractors as described in their tender as firm, in which case the receipt must also be signed in the name of the firm by one of the Partners, or by some other person having authority to give effectual receipts for the firms.
The Contractor shall have no claim for any interest or any other Compensation with respect to any delay in payment of his interim or final bills or the refund of his Security Deposit or in respect of any amounts, which may be in BVFCL’s hands owing to any disputes between BVFCL and contractor.
23. **BVFCL’s lien on all moneys due:** BVFCL shall have a lien on and over all or any money that may become due and payable to the contractor under these present, and /or also on and over the Security Deposit or Security amount or amounts made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to BVFCL by Contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between BVFCL and the Contractor. And further that BVFCL shall at all times, be entitled to deduct the said debt or same due by the Contractor from the moneys, securities or deposits which may become payable to the Contractor under these presents.
24. **Stores supplied by BVFCL:** If the contract provides for the use of any special description of materials to be supplied from BVFCL’s stores or if it is required that the contractor shall use certain stores, to be provided by BVFCL, he shall be supplied with such materials and stores as are required from time to time to be used by him for the purpose of this contract only and the value of full quantity of materials and stores so supplied at the rates specified in the Notice Inviting Tender may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the Security Deposit. All materials supplied to the contractor shall remain the absolute property of BVFCL and shall not any account be removed from the site of the work and shall at all times be opened to inspection by the Engineer. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to BVFCL’s stores, if by a notice in writing, under his hand the Engineer shall so require, but the contractor shall not be entitled to return any such materials without such consent shall have no claim for compensation on account of such materials so supplied to him as aforesaid being unused by him, or any wastage in or damage for any such materials.
25. **Return of BVFCL’s surplus materials to BVFCL:** Notwithstanding anything contained to the contrary in any or all the clauses of this contract, where any materials for the execution of the contract are procured with assistance of BVFCL, either by issue from BVFCL’s stocks or purchases made against permit or licence issued by the government, the contractor shall hold

the said materials as trustee for BVFCL and used materials economically and solely for the purpose of the contract and not dispose off them without the permission of BVFCL and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on being paid or credited such price as the Engineer may determine, having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charge, if any. The decision of the Engineer shall be final and conclusive. In the event of any breach of the aforesaid conditions, the contractor shall in addition to being liable to action, for contravention of the terms Licence or Permit and/ or for criminal breach of trust, be liable to BVFCL/Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

26. **No Compensation for Alteration in or restrictions of work to be carried out:** If at any time after the commencement of work BVFC shall for any reason whatsoever, not require, the whole there of as specified in the tender to be carried out, the Engineer shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall the contractor have any claim for compensation by reason or any alteration having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.
27. **Action and compensation payable in case of work:** If it shall appear to the Engineer or his subordinate in charge of the work that work has been executed with unsound, imperfect or unskillful workmanship or with materials or in any inferior description or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials, articles complained or notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or the case may be removed the materials or articles so specified and provide other and suitable materials and articles at his own cost, and the event of his failing to do so within a period to be specified by the Engineer in his demand as aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of everyday (not exceeding 10 days) of his failure to do so and in the case of any such failure, the Engineer may rectify or remove and re-execute the work, remove and replace with other materials or articles as the case may beat the risk and expense of the contractor.
28. **Work to be open for inspection:** All works under or in course of execution or executed in pursuance of the contract shall, at all time be open to the inspection and supervision of the Engineer and his subordinates and the contractor shall at all times, during the usual working hours and at all other times with reasonable notice of intention of the Engineer or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agents duly accredited in writing present for that purpose.
29. **Notice to be given before work covered up:** The contractor shall not give less then five days notice in writing to the Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent of the Engineer or his subordinate in-charge of the work and if any work is covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same may be uncovered at the Contractor's

expense or in default thereof no payment or allowance shall be made for such work of the materials with which the same was executed.

30. **Contractor to supply all plants, ladders, scaffoldings etc.:** The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with this contract, be supplied from BVFCL's stores) plants, tools, appliances, implements, necessary for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may become necessary for the purpose to satisfy, or complying with requirements of the Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereto and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out of works and counting, weighing and assisting in measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The Contractor shall be entirely responsible for the true and perfect setting out and for the the correctness of levels, dimensions, alignments etc. of all parts of the work. If at any time, any errors shall appear in any part of the work, the Contractor shall at his own cost, rectify such errors to the satisfaction of the Engineer. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defences of every suit, action or other proceeding of law that be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs, which may be awarded in any such suits, action or proceedings to any such persons or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.
31. **Provision of Workmen's Compensation Act:** In every cases in which by virtue of the provision of Section 12, Sub section (1) of the Workmen's Compensation Act. 1923 of any other law for the time being in force, BVFCL is obliged to pay compensation to a workman employed by the Contractor in execution of work BVFCL will recover from the contractor the amount of the compensation so paid and without prejudice to the right of BVFCL under section 12, Sub section (2) of the said Act or any other law for the time being in force, BVFCL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by BVFCL to the Contractor whether under this Contract or otherwise BVFCL shall not be bound to contest any claim made against it under section 12, Sub section (1) of the said Act or any other law of the time being in force, except on the written request of the Contractor and upon his giving to BVFCL full security for all cost, which BVFCL might become liable in consequence of contesting such claim.
32. **B.V.F.C.L not responsible for contractor' Employees:** The Contractor shall strictly abide by the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act. 1959 and may employ such employees as he think fit subject to the limitations and restrictions in the above said Act and the employees so employed shall be employees of the contractor for all purpose whatsoever, and shall not be deemed to be in the employment of BVFC for any purpose whatsoever. The contractor shall abide by all the rules, laws and regulations that may be in the force from time to time regarding the employment or conditions of services of the employees if under any circumstances whatsoever, BVFC is held liable or responsible in any matter whatsoever, for default or omissions on the part of the contractor, in abiding by the aforesaid rules, laws and regulations or is held liable or responsible to the employees of the contractor in respect of any matter whatsoever, BVFC shall be reimbursed by the contractor for the same as also for other expenses or costs incurred by BVFCL in any proceeding or litigation as a result of any claim demand or act on the part of the employees of the Contractor

- BVFCL shall be entitled to claim, damages or compensation from the contractor.
33. **Contractor's responsibility for the manner of the execution of work:** Contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of the Engineer from time to time for the purpose of determination of the question whether the work is executed by the Contractor in accordance with the Contract.
 34. **Sums payable by way of compensation without any reference to actual loss:** All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation to be applied to the use of BVFCL without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.
 35. **Action where no specification exists:** In case of any class of work for which there is no such specification as laid down in the contract, such works shall be executed as per the instructions of the Engineer.
 36. **Contractor's percentage whether applied to net or gross amount of bill:** In case the contract is at a percentage below/above a specified Schedule the percentage referred to in the tender will be deducted from or added to the gross amount of the bills for work done.
 37. **Cleanliness at site:** The Contractor shall keep the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials rubbish etc. will be removed to the place fixed by the Engineer and nothing extra will be paid for it.
 38. **Inconvenience to the public:** The contractor shall not deposit materials on any site which may cause inconvenience to the public. The Engineer may require the Contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause these to be removed at the Contractor's cost.
 39. **Contractor to comply with Laws etc.:** The Contractor shall be responsible to secure compliance with all central and State Laws as well as the Rules and Regulation, By laws and orders of the Local Authorities and Statutory Bodies as may be in force from time to time. He shall give to the Municipal Corporation/ Committee, Police and other relevant authorities all such notice etc. as may be required by law and obtain all requisite licences for temporary constructions, enclosures etc and pay all fees, taxes and such other dues or charges which may be leviable on account of his operations in executing the work under this Contract. He shall make good at his own cost any damage to any adjoining property.
 40. **Contractor to be liable for all taxes etc. :** The rate specified in the tender should be inclusive of any part thereof or allow any part thereof or allow any other taxes, tools custom duty of any kinds, fees, or royalty in respect of the Contract. The contractor shall indemnify BVFCL against levy of any taxes etc. in regard to this contract and in the event of BVFCL being assessed for the said impost BVFCL shall have the right to recover the total amount so assessed from the Contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred by BVCL in connection with any proceedings or limitation in respect of the same.
 41. **Assignment or subletting of Contract –** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein by any manner whatsoever without the special permission of BVFCL. Any breach of this condition shall entitle BVFCL to determine the contract under clause 66 of these conditions and also render the contractor liable for payment of BVFCL in respect of any loss or damage arising out or ensuing from such cancellation, provided always that execution of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and BVFCL and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse BVFCL for the expenditure incurred by it for above, the contractor shall reimburse BVFCL for the same.

- 42. Contractor to remove unsuitable employees** – The Contractor shall on instruction of the Engineer in-Charge, immediately remove from the work any person employed there, one who many misbehave or cause any nuisance or be otherwise in the opinion of the Engineer In-Charge not at all fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer.
- 43. Handing over of Work-** The Contractor shall be bound to hand over the works executed under the contract to BVFCL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the Works is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes.
- 44. Repayment of Security Deposit-** The total Security Deposit shall become due and shall be paid to The Contractor after the expiry of period of maintenance specified in the Tender reckoned from the date on which the Engineer shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract, or any other earlier date subsequent to the completion of the whole of such works that may be fixed by BVFCL in this behalf, provided however, that all the stipulations of this clause have been fulfilled by the Contractor and all clauses and demands made in respect of damage or loss by, from or in consequence of the works have been finally satisfied, provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to clause 62 of this conditions, the “expiration of the period of maintenance” shall for the purpose of clause be deemed to the mean expiry of the latest of such periods.
- 45. Income Tax Clearance Certificate-** Not withstanding anything contained in clause 63 above, the Security Deposit shall not be paid to the Contractor until a Tax Clearance Certificate, expressly mentioning that the receipts from this contract have been included by the Contractor in the Return Income filed by him to the Tax Authority and that the Contractor was taking steps to co operate in the early completion of the Assessment and payments and of taxes there on by the Contractor.
- 46. Set Off-** Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by BVFCL or the Government or any other person or persons contacting through the Secretary of any Ministry of the Government and set off against any claim of BVFCL or the Government or any other person or persons for the payment of money arising out of or under any other contract made by the contractor with BVFCL or the Government or any other person or persons.
- 47. Determination of Contract Owing to Default of Contractor:**

If the Contractor should

 - i) become bankrupt or insolvent, or
 - ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the Contract under a Committee of Inspection of his Creditors, or
 - iii) being a Company or Corporation go into liquidation(other than voluntary liquidation for the purpose of amalgamation or reconstruction), or
 - iv) have an execution levied on his goods or property on the works, or
 - v) assign the Contract or any part thereof otherwise than as provided in Clause 59 of these conditions, or
 - vi) abandon the Contract, or
 - vii) persistently disregard the instructions of the Engineer, or contravene any provision of the Contract, or
 - viii) fail to adhere to the agreed program of work, or
 - ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected, or
 - x) fail to take steps to employ competent or additional staff and labour as required under Clauses 40, 52 & 53 of these conditions, or

- xi) fail to afford the Engineer or Engineers' Representative, proper facilities for inspecting the works or any part thereof as required under Clause 37 of these conditions, or
 - xii) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of BVFCL or to any person on his or on their behalf in relation to the execution of this or any contract with BVFCL then the Engineer on behalf of BVFCL may serve the Contractor with a notice in writing to that effect. If the Contractor does not within seven days of the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or employ with such directions as aforesaid to the entire satisfaction of the Engineer, BVFCL shall be entitled after giving 48 hours notice in writing under the hand of the Engineer, to remove the Contractor from the whole or any portion or portions (as may be specified in such notice) of the works without thereby avoiding the Contract or releasing the Contractor from any of the obligations or liabilities under the Contract and adopt any or several of the following courses:
 - a) To rescind the Contract of which the rescission notice in writing to the Contractor under the hand of the Engineer shall be conclusive evidence in which case the Security Deposit of the Contractor shall stand forfeited to BVFCL without prejudice to BVFCL's right to recover from the Contractor any amount by which the cost of completing the works by any other agency shall exceed the value of the Contract.
 - b) To carry out the works, or any part thereof, by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and all incidental charges, and to debit the Contractor with such costs, the amount of which as certified by the Engineer shall be final and binding upon the Contractor, and credit the Contractor with the value of the works done as if the works had been carried out by the Contractor under the terms of the Contract, and the certificate of the Engineer in respect of the amount to be credited to the contractor shall be final and binding upon the Contractor.
 - c) To measure up the work executed by the Contractor and to get the remaining work completed by another Contractor at the risk and expense of the Contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the Contractor if the works have been carried out by him under the terms of the Contract, the amount of which excess as certified by the Engineer shall be final and binding upon the Contractor, shall be borne and paid by the Contractor and may be deducted from any Money due to him by BVFCL under the Contract or otherwise or from his Security Deposit provided always that in any case in which any of the powers conferred upon BVFCL by sub clause (1) of Clause 56 hereof shall not be exercised, the non exercise thereof shall not constitute a waiver of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.
- 48. Right of BVFCL after rescission of Contract owing to the default of the Contractor:** In the event of any or several of the courses, referred to in sub clause (1) of this clause, being adopted:
- a. the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered in to any commitments or made any advances on account of or with a view of the execution of the works or the performance of the Contract and Contractor shall not be entitled to recover or be

- paid any sum for any work thereto actually performed under the Contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall be entitled to be paid the value so certified.
- b. The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings, on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
 - c. The Engineer shall, as soon as may be practicable after the removal of the Contractor, fix and determine expertly or by after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the Contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work actually done by him under the Contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.
 - d. BVFCL shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by BVFCL have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify and would have been due to him upon due completion by him/after deducting the same amount, but if such amount exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to BVFCL the amount of such excess and it shall be deemed a debt due by the Contractor to BVFCL and shall be recoverable accordingly.
- 49. Matters finally Determined by BVFCL:** All disputes or difference of any kind whatever arising out of or in connection with the Contract, whether during the progress of works or after the completion of and whether before or after the determination of Contract, shall be referred by the Contractor to BVFCL and BVFCL shall, within a reasonable time after presentation, make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters decision on which is specially provided by these conditions given and made by BVFCL or by the Engineer on behalf of BVFCL which matters are referred to hereafter as expected Matters shall be final and be binding upon the Contractor and shall not be set aside or be attempted to be set aside on account of any informality, omission, delay or error in proceedings in or about the same or on any other reasons and shall be without any appeal.
- 50. Settlement of Disputes-** Except where otherwise provided in the Contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claims, right, matter or things whatsoever in any way arising out of or relating to the Contract designs, drawings, specifications, estimates, instructions or orders or these conditions or otherwise concerning the work of execution, or failure to execute the same whether arising during the progress of work or after the completion or abandonment, thereof or otherwise shall within one month of the arising of such question or dispute, be referred to the sole arbitration of the General Manager of BVFCL and if the General Manager is unable or unwilling to act, to the sole arbitration of some other persons appointed by him appointed by the General Manager willing to act as such Arbitrator. There will be no objection if the Arbitrator so appointed is an employee of BVFCL and that he had to deal with the matters to

which this agreement relates and that in the course of his duties to deal with the matters to which this agreement relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of reference. The award of the Arbitrator so appointed shall be final, conclusive and binding on parties to this Contract. The Arbitrator may, from time to time with the consent of the parties enlarge the time, for making and publishing the award.

51. Arbitration and Jurisdiction:

- (a) If at any time any party to this agreement shall raise any dispute or difference in respect of this agreement in that event party shall forthwith give to the other party notice in writing specifying the nature of difference and the full particulars of its claims including amounts in respect to such disputes or difference.
- (b) If within 30 days of receipt of the notice mentioned in sub clause (a) above of the dispute or difference is not amicably settled between the parties then it shall be deemed that the difference or dispute has arisen between the parties hereto.
- (c) All such dispute or difference shall be referred to the arbitration of the General Manager for the time being of the Division or Unit of the Brahmaputra Valley Fertilizer Corporation Ltd.(Hereinafter called BVFCL) through which Division or Unit this agreement is entered into by BVFCL.
- (d) In the event such General Manager is unwilling or unable to act as such Arbitrator then the dispute or difference shall be referred to the sole arbitration of any other officer of BVFCL to be appointed by such General Manager.
- (e) In any award, the arbitrator must state reason for such award.
- (f) Any party desiring to prefer any appeal shall within the time
- (g) Any party dissatisfied with the award may within 15 days of receipt of intimation of the passing of the award prefer an appeal against such award in the manner mentioned hereinafter.
- (h) The party desiring to prefer any appeal shall within the time mentioned in clause (f) above shall deliver or cause to be delivered against receipt the ground of appeal, a true copy of the award and other papers desired by it (hereinafter collectively referred as "appeal papers") to the Chairman-cum-Managing Director for the time being of BVFCL at its Registered Office upon intimation in writing to the other party.
- (i) On receipt of such "appeal papers", the Chairman-cum-Managing Director shall within 10 days of receipt thereof appoint an Appellate Committee for deciding such appeal consisting of three persons of whom any or all of them may be officer or officers of BVFCL but none of whom had been the Arbitrator in the particular matters and had given the award against which such appeal is preferred.
- (j) On appointment of the Appellate Committee such Chairman-cum- Managing Director shall intimate in writing to the parties about such appointment and deliver or cause to be deliver such "appeal papers" to such appellate Committee.
- (k) Thereupon the Appellate Committee shall be calling upon the records of the proceedings from the arbitrator consider the appeal and in so considering the Appellate Committee may at its discretion here the parties to the appeal.
- (l) The Appellate Committee on consideration of the appeal may confirm, vary, reverse or set aside the award of the Arbitrator and in all cases the Appellate Committee shall state the reasons in the Appellate Award.
- (m) If no appeal is preferred within the time mentioned in sub clause (f) above then the award of the Arbitrator shall be final and binding on all parties.
- (n) In the event of preferring an appeal against the award of the Arbitrator to the Appellate Committee in terms of this clause the award of the Appellate Committee shall be final and binding on all parties.
- (o) No objection shall be made to the appointment of General Manager as Arbitrator or any member of the Appellate Committee (as the case may be) on the ground of any of them (i)

being an officer of the Corporation and/or (ii) any time dealt with any matter in dispute or difference and/or (iii) expressed any view thereon.

(p) Subject to aforesaid the provisions of Arbitration Act 1940 shall apply to the Arbitration Proceedings and appealed hereunder.

52.. Jurisdiction : Notwithstanding the place where this contract is to be performed, it is mutually understood and agreed by between the parties hereto that this contract shall be deemed to have been entered in to by the parties concerned in the City of Dibrugarh and the Court of Law in such city alone shall have jurisdiction to adjudicate thereon.

-: O :-

GUARANTEE BOND

(To be used by approved schedule Bank)

1. In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at -----and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt (hereinafter called “the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated(made between.....and for (hereinafter called “the said Agreement”) of Security Deposit / performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. (Rupees.....only) we.....Bank (hereinafter referred to as “the Bank” do hereby undertake to pay the BVFCL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.

2. We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement havethe BVFC..... certifies that the terms and conditions of the said Agreement have been fully and properly

carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the
..... we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day of 2015

For Bank.

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP:: PERSONNEL DEPARTMENT

INTER OFFICE MEMO

FROM : HOD(PERSONNEL)
REF : 002/V/CL-7/2344
DATE : 26.12.2019

TO : All DGMs / HODs

Under the notification no. S.O. 188(E) dated 19th January, 2017 of Ministry of Labour and Employment, Govt. of India, Order no. 1/36(3)/2019-LS-II dated 23.09.2019 has been issued from the office of the Chief Labour commissioner (C), Ministry of Labour and Employment Govt. of India, New Delhi, notifying the enhancement in the rate w.e.f. 01.10.2019.

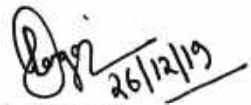
Hence, further to our earlier IOM No. 002/V/CL-7/1031 dated 31.05.2019, the revised minimum rate of wages per day for different category of daily wages / man days basis Contractor's workers engaged in BVFCL will be as under:

Sl. No.	Category of Worker	Min. rate of wages (Basic + VDA) per day as per Central Govt. notification w.e.f. 01.04.2019	Min. rate of wages (Basic + VDA) per day as per Central Govt. notification w.e.f. 01.10.2019
01	Unskilled	₹(350+40) = ₹390.00	₹(350+53) = ₹403.00
02	Semi Skilled	₹ (410+47) = ₹457.00	₹ (410+62) = ₹472.00
03	Skilled	₹ (494+57) = ₹551.00	₹ (494+75) = ₹569.00

Based on above revision of minimum wages on the existing wages and thereby proportionate increasing in applicable benefits are extended to all level of Contractor's workers engaged by different contractors/Societies in BVFCL as per the terms of MoS arrived at under Section 12(3) of Industrial Disputes Act 1947 on 17.05.2017.

All the HoDs/Functional Heads are requested kindly arrange for immediate implementation of revised Minimum wage under Central Govt Notification and consequential benefits thereon w.e.f. 01.10.2019 as shown at Annexure-I, II, III in respect of all daily wages / man days basis Contractor's workers engaged in various Departments / sections of the Company. However, Bonus, Contractor's profit and GST shall be extra as applicable at actual.

For the implementation of revised Minimum wage, executing departments will have to put up the proposals to Finance department through Personnel Department for concurrence and after getting the concurrence they may amend the work orders accordingly.


(P.K. Gogoi)
Chief Personnel Officer (W)
For HoD(Personnel)

Copy to:

- (1) Exec. Secy. to CMD - for kind appraisal of CMD
- (2) Secy. to Director (F) - for kind appraisal of Director (F)
- (3) Secy. to GM (Mktg. & HR)- for kind appraisal of GM (Mktg. & HR)
- (4) Dy. Finance Manager- with a copy of the approval of Competent Authority.

For Unskilled contractor's workers:

Sl. No.	Minimum wage and other components	Rate of wages as per Central Govt. notification w.e.f. 01.10.2019
	Part-I (As per Govt. notification)	
1.	Minimum wage	403.00 (Basic= ₹350.00 + VDA=₹53.00)
2.	Off day	Included with daily wages
3.	Festival Holidays(7 days/Year)	7.73
4.	Paid Holidays including 03 National Holidays (9 days/Year)	9.94
5.	Annual Leave (18.25 days/Year)	20.15
6.	LTC (12.5 days/year)	13.8
7.	PF (12% on the wages)	48.36
8.	Administrative charge towards PF + EDLIS @ 1%	4.03
	PART-II [BVFCL Package]	
9.	Social benefit(10 days/year)	11.04
10.	Compensation wage	18
11.	Additional Compensation wage for unskilled category	5
	Total	₹541.05

(Excluding Bonus, Contractor's profit and GST as applicable at actual)

For Listed Unskilled contractor's workers:

Sl. No.	Minimum wage and other components	Rate of wages as per Central Govt. notification w.e.f. 01.10.2019
	Part-I (As per Govt. notification)	
1.	Minimum wage	403.00 (Basic= ₹350.00 + VDA=₹53.00)
2.	Off day	Included with daily wages
3.	Festival Holidays(7 days/Year)	7.73
4.	Paid Holidays including 03 National Holidays (9 days/Year)	9.94
5.	Annual Leave (18.25 days/Year)	20.15
6.	LTC (12.5 days/year)	13.80
7.	PF (12% on the wages)	48.36
8.	Administrative charge towards PF + EDLIS @ 1%	4.03
	PART-II [BVFCL Package]	
9.	Social benefit(30 days/year)	33.12
10.	Compensation wage	18.00
11.	Additional Compensation wage for unskilled category	5.00
	Total	₹563.13

(Excluding Bonus, Contractor's profit and GST as applicable at actual)

26/12/19

For Semi-skilled contractor's workers:

Sl. No.	Minimum wage and other components	Rate of wages as per Central Govt. notification w.e.f. 01.10.2019
	Part-I (As per Govt. notification)	
1.	Minimum wage	472.00 (Basic= ₹410.00 + VDA=₹62.00)
2.	Off day	Included with daily wages
3.	Festival Holidays(7 days/Year)	9.05
4.	Paid Holidays including 03 National Holidays (9 days/Year)	11.64
5.	Annual Leave (18.25 days/Year)	23.6
6.	LTC (12.5 days/year)	16.16
7.	PF (12% on the wages)	56.64
8.	Administrative charge towards PF + EDLIS @ 1%	4.72
	PART-II [BVFCL Package]	
9.	Social benefit(10 days/year)	12.93
10.	Compensation wage	21
	Total	₹627.74

(Excluding Bonus, Contractor's profit and GST as applicable at actual)

For Skilled contractor's workers:

Sl. No.	Minimum wage and other components	Rate of wages as per Central Govt. notification w.e.f. 01.10.2019
	Part-I (As per Govt. notification)	
1.	Minimum wage	569.00 (Basic= ₹494.00 + VDA=₹75.00)
2.	Off day	Included with daily wages
3.	Festival Holidays(7 days/Year)	10.91
4.	Paid Holidays including 03 National Holidays (9 days/Year)	14.03
5.	Annual Leave (18.25 days/Year)	28.45
6.	LTC (12.5 days/year)	19.49
7.	PF (12% on the wages)	68.28
8.	Administrative charge towards PF + EDLIS @ 1%	5.69
	PART-II [BVFCL Package]	
9.	Social benefit(10 days/year)	15.59
10.	Compensation wage	25.5
	Total	₹756.94

(Excluding Bonus, Contractor's profit and GST as applicable at actual)

Signature
26/12/19

For Listed Skilled contractor's workers:

Sl. No.	Minimum wage and other components	Rate of wages as per Central Govt. notification w.e.f. 01.10.2019
	Part-I (As per Govt. notification)	
1.	Minimum wage	569.00 (Basic= ₹494.00 + VDA=₹75.00)
2.	Off day	Included with daily wages
3.	Festival Holidays(7 days/Year)	10.91
4.	Paid Holidays including 03 National Holidays (9 days/Year)	14.03
5.	Annual Leave (18.25 days/Year)	28.45
6.	LTC (12.5 days/year)	19.49
7.	PF (12% on the wages)	68.28
8.	Administrative charge towards PF + EDLIS @ 1%	5.69
	PART-II [BVFCL Package]	
9.	Social benefit(30 days/year)	46.77
10.	Compensation wage	25.5
	Total	₹788.12

(Excluding Bonus, Contractor's profit and GST as applicable at actual)


26/12/19

GOVERNMENT OF ASSAM
LABOUR AND EMPLOYMENT DEPARTMENT:
ASSAM SACHIVALAYA.: DISPUR :: GUWAHAT-6

ORDER BY THE GOVERNOR

NOTIFICATION

DATED DISPUR THE 3rd March, 2014

NO. GLR.585/ 86/ Pt/ 130 : Whereas certain proposal to revise the minimum rate of wages in respect of employees/ workers employed in the schedule Loading & Unloading of urea bags were published as required by clause (b) of Sub –Sec.(1) of Sec.5 of the Minimum Wages Act,1948 in the Assam Gazette on July 17, 2013 under the Government Notification No. Glr.585/86/Pt/74, dtd. 23rd May, 2013 for information of all concerned and for inviting objections and suggestions from the persons / organizations likely to be effected thereby and to be submitted on or before expiry of two months from the date of publication of said notification in the Assam Gazette.

And whereas the said Gazette was made available to the public on July 17, 2013.

Now, therefore, in exercise of the powers conferred by sub-section (2) of Sec.5 read with Clause (b) of sub-sec. I of Sec. 3 of the Minimum Wages Act, 1948 the State Govt. after consultation with the Minimum Wages Advisory Board held on 06.01.2014 hereby revised the minimum rate of wages payable to the employee/workers employed in the Loading & unloading of urea bags in the State.

SCHEDULE

CLASSIFICATION OF WORKS

RATES PER METRIC TON (MT)

- | | |
|---|-----------|
| 1. Mechanized filling, weighing of urea bags from both conveyor to bunkers, check wt. of filled bags, mechanized stitching of filled bags, cutting of threads & managing of filled bags in LPC (loading platform conveyor). | Rs. 15.75 |
| 2. Carrying of stitched & weighed bags and loading directly in trucks/wagons within 10 mtrs. From stitching point / platform. | Rs. 31.50 |
| 3. Carrying on stitched & weighed bags and stacking on platform and then loading on trucks/wagons (when operated from mechanized loading point). | Rs. 36.50 |

In addition to the rate of wages as may be revised, the workers/employees shall be entitled to Variable Dearness Allowance (VDA) to extend of 75% of the rise or fall in the Index point in the All India Consumer Price Index for industrial workers. Rates of VDA shall be revised in every 6(six) months on the basis of change in CPI number during the intervening period.

The notification will come into force with effect from 1st January, 2014..

Sd/- A. Baruah.
Secy. to the Govt. of Assam,
Labour and Employment Department.

MEMO. NO. GLR 585/86/Pt./130 -A.

Dated Dispur, the 3rd March, 2014.

Copy to :-

1. The Deputy Director and Publisher, Assam Govt. Press Bamunimaidam, Guwahati-21 with request for publication this notification in the Extra Ordinary issue of Assam Gazette and send 200 spare copies to this Department urgently.
2. The Labour Commissioner, Assam, Gopinath Nagar, Guwahati- 16.
3. All ALC/LO/LIs for information.
4. The DIPR, Dispur Last Gate, Guwahati-6 with request for wide publication through local news papers.
5. The Under Secy. to the govt. of Assam, P & 5 Department for favour of necessary action.
6. All members concerned.

Officer on Special Duty
Labour and Employment Department.

A G R E E M E N T (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 EMD, 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

(Nayanmoni Das)
Additional Chief Engineer (M), HOD (MH)

Signed in presence of:

(Signature, name & full address)
Witness1

(Signature, name & full address)
Witness2