

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD., NAMRUP

(A GOVT. OF INDIA UNDERTAKING)

(CIN No. U24123AS2002GOI006786 and GST NO. 18AABCB9399R1ZK)

Please reply to:

Chief Administrative Officer

BVFCL, Namrup

P.O. Parbatpur – 786 623

Dist. Dibrugarh (Assam), India.

Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: administration@bvfc.co.in.

www.bvfc.co.in

NOTICE INVITING TENDER NO. : ADMN/CONS-15/LS/2021-2022

- 1. NIT NO. Admn/Cons-15/LS/2021-2022**
- 2. DATE OF ISSUE : 07.01.2021**
- 3. TYPE OF BID : Two- bid system (Techno Commercial-bid and Price Bids)**
- 4. BID OPENING : 27.01.2021 at 03:30 PM**
- 5. ESTIMATED COST:**
 - i. Labour Supply Contract, Group: A- Rs. 31,90,511.82**
 - ii. Labour Supply Contract, Group: B- Rs.45,45,733.30**
(Including bonus & GST amount)
- 6. EARNEST MONEY DEPOSIT:**
 - i. Labour Supply Contract: Group-A-Rs. 47,860.00**
 - ii. Labour supply contract: Group-B-Rs. 68,200.00**
- 7. BRIEF DESCRIPTION OF CONTRACT: Unskilled Labour Supply Contract- Group-A**
Unskilled Labour supply Contract- Group-B

For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit our online procurement portal [http. //bvfc.etenders.in](http://bvfc.etenders.in).

In case of any information of the NIT, the following may please be contacted.

Mr. P. K. Bhattacharjee
Chief Administrative Officer
BVFCL, Namrup, District- Dibrugarh, Assam
M: 7002280949, 9954487332
Email: administration@bvfc.co.in

For technical support, please contact:

M/s MSTC Limited,

G.S. Road, Bhangagarh,

Kamrup District.

Guwahati-781005, Assam

e-mail : pchitransan@ mstcindia.co.in and sroy@mstcindia.co.in .

Mobile no. 7501524754, Tel. no. 0361222119 (Shri Shubhajit Roy).

GENERAL INFORMATION

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

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD. NAMRUP
(A GOVT. OF INDIA UNDERTAKING)

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DATE OF ISSUE : 07.01.2021

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

BID OPENING: 27.01.2021 at 03:30 PM

ESTIMATED COST: Unskilled Labour supply contract, Gr.A –Rs. 31,90,511.82

Unskilled Labour supply contract, Gr.B – Rs. 45,45,733.30

(Including bonus & GST amount)

On line tenders under two-bid system (Techno-Commercial bid and Price bid) are invited from experienced, financially sound, Labour Licence (Central) and Provident Fund code as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time for SUPPLY OF UNSKILLED LABOURERS to work in different areas/offices of BVFCL, Namrup.

Sl. No.	Name of jobs	Estimated Amount (Rs.)	Earnest money(Rs.)	Period of Contract
01	<u>Group-‘A’</u> Engagement of 14(fourteen) nos. Unskilled(13 nos. Unlisted + 1 no. Listed) labour as maximum requirement for sweeping, moping of rooms, cleaning of drains, removing garbage, cutting wild growth, Office helper, peon & other miscellaneous jobs in BVFCL Guest House, Director’s Bungalows, BVFC HS School, Sec.A LP School & Model High School, Admn. Deptt., Sectt. & Finance Deptt.,	31,90,511.82	47,860.00	Initially for a period of 01(one) year which may be extended for a another period of 01(one) year subject to satisfactory performance of the contract.
02	<u>Group-‘B’</u> Engagement of 20(twenty) nos. Unskilled labour as maximum requirement to work as ward attendant, dressing attendant, office helper, Peon & other misc. jobs in BVFCL Hospital.	45,45,733.30	68,200.00	

For technical support, please contact to *M/s MSTC Limited, G.S. Road, Bhangagarh, Kamrup District, Guwahati-781005, Assam.*

Payment of Transaction fees of Rs. 1,883.00 only for Group- A and Rs. 2,682.00 only for Group-B including 18% GST through NEFT/RTGS/IMPS in favour of MSTC Ltd. A/C No. 201001334297, IFS Code-INDB0000038, IndusInd Bank Limited, Guwahati Branch.

Vendors must e-mail (pchitrnanjan@mstcindia.co.in and sroy@mstcindia.co.in The receipt of Transaction fee payment along with Tender event No. from their registered email ID. Mobile no. 7501524754, Tel. no. 0361222119 (Shri Shubhajit Roy).

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

Contd.p/2

1. Tenderer(s) must submit/upload their quotation separately category wise like:

i. Unskilled labour supply contract - **Group-A (14 nos. labour)**

ii. Unskilled labour supply contract - **Group-B (20 nos. labour).**

2. Tenderer(s) should upload scanned copy of following documents alongwith his/their Tender.

i. Average Annual Financial turnover during the last three years ending 31st March,20, should be at least 30% of the estimated cost.

ii. Experience of having successfully completed works as mentioned above during last seven years, 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 works each costing not less than the amount equal to 80 % of the estimated cost.

NB: Similar work means Supply of Unskilled labour in any Govt./PSU/Central Undertaking.

iii. Valid Labour Licence issued by concerned authority/department (Central Govt.).

iv. Valid PAN card in his own / firm's name.

v. Valid GST registration certificate in his own / firm's name.

vi. Valid PF registration Certificate and code no.

vii. Self declaration that he is not blacklisted/banned/under hold from BVFCL Namrup or banned by any unit/region/office of BVFCL as per Annexure "V"

viii. Self Declaration that he has not been convicted by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure "VI".

03. The Tenderers are required to upload scanned copy of Demand Draft/Bank pay challan (available on our website) towards required Earnest Money deposit. EMD is exempted only for the firms having NSIC & MSME's certificate. If applicable scanned copy of the certificate should be uploaded.

If the EMD is submitted in form of DD that may please be drawn on any schedule bank in favour of Brahmaputra Valley Fertilizer Corporation Limited, payable at Namrup.

The original DD/ Bank pay Challan against EMD must reach the office of Chief Administrative Officer, BVFCL, Namrup within 10(ten) days of online opening date of the Bids.

04. The Tenders have to upload the scanned copies of Annexure-I, II, III, IV, V, VI & VII duly signed & sealed.

05. In case of holiday or bandh day the next working day shall be considered for opening of the tender.

06. BVFCL is committed to a corruption free work environment. "All the above services and commitment of BVFCL will be honored without the citizen having to pay any bribe." In case any person demands any bribe, it is the duty of the responsible to inform the matter Sr. Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam-786623.

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

(P.K.Bhattacharjee)
Chief Administrative Officer.

Encl: Annexure-I,II, III, IV, V, VI & VII.

I/We agree with the above

Signature of Contractor with Seal

GENERAL TERMS & CONIDITIONS

TERMS AND CONDITIONS:

1.Scope of work:

The entire work is divided in to two **Groups ie. Unskilled Labour supply (Group-A) & Unskilled Labour supply (Group-B)**. The work should be done in accordance with the schedule of jobs. The scope of work and other terms & conditions are given below:

2.Schedule of job:

Group- 'A'

Engagement of **14 nos. Unskilled (13 nos. Unlisted + 1 no. Listed) labours** to works as Peon, office helper and other miscellaneous jobs like sweeping, mopping, cleaning of drains, removing garbages, cutting of wild growth/vegetation within the complex as and when required. However, the deployment of unskilled labour in specified areas under Group-A will be need based and the same may be decreased in case of less requirement.

a) BVFCL Schools = 5 nos. (H.S. School- 2 nos., Sec.'A' L.P. School-1 no. and Model High school-2nos.)

b) BVFCL Guest House = 02 nos.

c) Director's Bungalows(03 nos.) - 03 nos.

d) Admn. Deptt. = 02 nos.

e) Sectt. Deptt. = 01 no.

f) Finance Deptt. =01 no.

The contractor will engage the labourers in the jobs as required after consultation with and after confirmation from the head of the concerned Deptt.

Group-'B'

Engagement of **20 nos. Unskilled labour** to work as ward attendant (male/female), Dressing attendant, office helper, peon etc. and other miscellaneous jobs like sweeping, mopping of wards/rooms/corridors etc., cleaning of drains, removing garbages, cutting of wild growth/vegetation within the complex as and when required *in BVFCL Hospital*. However, the deployment of unskilled labour under Group-B will be need based and the same may decrease in case of less requirement.

The contractor will engage the labourers in the jobs as required after consultation with and after confirmation from the head of the concerned Deptts.

3. AGE OF WORKERS

The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years. Documentary evidence of Date of Birth along with list of workers shall be submitted by the contractor to Administration Department within seven days of issuance of work order.

4.EARNEST MONEY DEPOSIT.

Quotations should accompany the required Earnest Money as shown above for **EACH GROUP SEPERATELY like Group-A and Group-B** and payment should be made in the form of a DD/Bank pay challan (available on our website) in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank /UBI, Namrup. D.D. payable at locations other than Namrup will not be accepted. Cheques would not be accepted in any case.

However companies holding NSIC & MSME certificate are exempted from EMD. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE except the companies holding NSIC & MSME certificate, but the tenderers have to upload the copy of the NSIC, MSME certificate in techno-commercial bid.

On finalization of the contract, the earnest money so deposited by the unsuccessful tenderers will be returned without any interest. The earnest money deposited by successful tenderer shall be returned without any interest after furnish the required security deposit.

I/We agree with the above

Signature of Contractor with Seal

Contd.....p/2

5. SECURITY DEPOSIT:

The successful bidder shall be furnished 3% of 'Performance Security Deposit' of Contract value in the form of a Crossed Demand Draft, in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED on any scheduled bank payable at Namrup preferably State Bank of India, Namrup / UCO Bank/UBI, Namrup. D.D. Payable at locations other than Namrup will not be accepted. Cheques would not be accepted in any case. The tenderer will, however, have the option to furnish a Bank Guarantee, Government Securities, FDR or any other form of deposit for security deposit within 30 days of receipt of letter of acceptance. The Performance Security Deposit can also be recovered at the rate of 3% from running bills.

On satisfactory performance and completion of the period of contract in all respects the Performance Security Deposit will be returned to the contractor without any interest.

6. GENERAL CONDITIONS:

- a. The successful tenderer(s) shall engaged required number of labourers as directed for satisfactory performance of the work allotted to him. The contractor has to ensure that all the labourers put on the job are doing their daily jobs properly throughout the day and to ensure that the daily jobs are done properly.
- b. On their request they will be allowed Gate passes with photographs as the case may be at the cost of Contractor, who will be allowed to enter into the premises of the Corporation subject to the verification of their character antecedent by Police. In case, the Gate pass/Identity cards are lost it is the responsibility of the contractors to ensure that the gate pass/Identity Cards are not misused. It would be the responsibility of the Contractor to provide badge/token or any such item for easy identification of his labourers.
- c. On request of successful contractor, the Corporation's type-II quarter may be provided as per House Allotment Rules to his labourers for 11(eleven) months only from commencement of contract period subject to the availability of quarters.
- d. Any outstanding amount against the successful contractor arising out of availing any facilities of the corporation will be deducted from the bill(s) of the concerned contractor.
- e. The successful tenderer(s) should be responsible for the proper conduct of his persons. In case it is noticed that any of his staff/workmen is disrespectful or indulges in bad behaviors or commit thefts or tempers with any of the properties of the Corporation, the same should be replaced forthwith on receipt of the complaints. The contractor(s) will also be responsible for any loss suffered by the Management consequent to the conduct of his persons in the discharge of their duties relating to this work.

7. COMPLIANCE OF VARIOUS LAWS :

- i. The contractor shall abide by all the statutory obligations under various statutory Acts and rules made there under and as amended from time to time in respect of their establishment and/or workmen engaged by him/them in which the contractor must have to obtain Licence from the office of the Regional Labour Commissioner & Licensing Officer (Central), Dibrugarh. The Contractor shall be liable to remit contribution of Provident Fund of his employees to EPF authority as per the provision of Employees Provident Fund and Misc. Provisions Act, 1952.
- ii. Under any circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the Contractor(s) for non-compliance of the aforesaid Acts and rules and any other laws applicable to Contractor(s) and/ or their establishment and the workmen engaged by him/them
- iii. In the event of any default on the part of the contractor in complying with the provisions of above Acts, the company shall be free to terminate the contract Agreement without notice and make such steps for protection of its interest as considered necessary at its discretion.
- iv. Payment of wages to his employees should be made as per the provision of the Payment of Wages Act, 1936 and the Contract Labour Act(R&A) Act, 1970 as amended from time to time, every month irrespective of clearance of bill(s).). Payment to workmen shall be made through Bank Account only and challan/receipt copy of the same to be submitted by the Contractor alongwith next monthly bill(s).

I/We agree with the above

Signature of Contractor with Seal

contd.p/3

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

8. PERIOD OF CONTRACT:

The contract will be valid for a period of 1(one) year from the date of commencement of the contract and may be extended for another period of 1(one) year subject to satisfactory service during the contract period as well as requirement of the Corporation. However, Management reserves the right to give 15(fifteen) days notice to the contractor, if his work is found unsatisfactory warning him to control his persons asking them to improve upon. Even if there is no improvement on the part of his person(s), the contract may be terminated forthwith.

9. PAYMENT OF WAGES

- a) The contractor shall pay minimum wages, as applicable, of the Appropriate Government and in addition shall also pay to his employees the additional amount, in accordance with the components mentioned in Annexure II, preferably through Bank account.
- b) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- c) The contractor shall make payment to his own employees/ Before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BVFCL.
- d) The contractor shall deduct PF contributions from the salary of his employees and remit the same alongwith employees' contributions through cheques/ online transfer favoring RPFC with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15th of each month. This payment is not linked with the bill payment by BVFCL and the company shall not be responsible for any interest or penalty on account of delay in PF remittances under EPF&MP Act, 1952 and schemes framed thereunder.
- e) The contractor shall make payment of wages to his workers on due date and must certify the wage sheet through the authorized representative of contracting department by submitting the proof of payment. The authorized representative shall retain a copy of wage payment sheet with him.

10. SUBMISSION OF MONTHLY BILL

The contractor(s) shall have to submit his monthly bill(s) after the completion of each month in respect of work done by him along with attendance sheet duly signed by authorized officials, payment sheet of previous month and Bank payment statement copy for each labour, copy of self attested GST deposit challan, Copy of self attested EPF deposit Challan, ECR copy along with a list of workmen whose EPF contribution are deposited as per challan etc. The bill will be verified by Administration Deptt. and sent to Accounts for payment. The payment will, however, be subject to the execution of the Agreement. The payment will be made after making statutory and other deduction as per rule, if any.

11 FORCE MAJEURE:

- i. Neither the contractor nor the company shall be considered in default in performance of its obligation hereunder, if such performance is prevented or delayed because of hostilities, revolution, flood, and earthquake or because of any law and other proclamation, regulation/ordinance of any Govt. of any sub-division thereof because of any Act. of Govt. or for any other cause beyond the reasonable control of the party affected.
- ii. Should one or both parties are prevented from fulfilling contractual obligation by Act or a State force majeure lasting continuously for a period of six months, the two parties shall consult together regarding the future execution of the Agreement.

I/We agree with the above

Signature of Contractor with Seal

Contd.p/4

12. ARBITRATION

Matters related to contractual disputes shall be dealt in accordance with the ICADR, New Delhi (INTERNATIONAL CENTER FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.

13. EXECUTION OF AGREEMENT:

On acceptance of the tender, the contractor will have to execute an agreement on stamp paper of appropriate denomination at his own cost within 7(seven) days from the receipt of the work Order.

14. SPECIAL TERMS AND CONDITIONS:

- a. The tenderer must be a licenced contractor under Contract labour (Regulation and Abolition) Act 1970 and as amended from time to time.
- b. The tenderer shall abide by all the provisions of Contract Labour(R&A) Act 1970 and as amended, Minimum Wage Act, 1948, Factories Act, 1948, Industrial Disputes Act, 1947, Payment of Wages Act, 1936, Payment of Bonus Act., Employees PF & Misc. provisions Act 1952, Workmen Compensation Act, 1923, and their respective rules framed under each of the said Acts and as amended from time to time applicable to the tenderer and in case of failure to do so on the part of the contractor, the Corporation shall have the right to deduct from the tenderer's bill the expenses which are to the incurred in connection with any claim from any party including the person(s) engaged by the Contractor.
- c. The contractor will make payment of wages to his employees in accordance with Govt. Notification wage rate/scheme as revised from time to time. If there is any enhancement /revision of wages under Govt. Notification (Central) during the currency of the contract the corresponding increase, as applicable would be considered by BVFCL.
- d. The Contractor has to maintain a register of his employees/labour with the particulars shown in the proforma to be supplied for implementation of the provisions of Contract Labour (R&A) Act, 1970 and as amended.
- e. The address of the tenderer must not be of any BVFCL quarter allotted to any employee for residential purposes. The tender of such tenderer with whom there is any dispute with the corporation, will be straight way rejected. GDCC of the Corporation shall form part of the NIT and the work order.
- f. The whole work may be split up between two or more contractors accepted in part and not in entirety if considered expedient.
- g. To carry out any other duly assigned by the competent company officer within the terms of this contract to perform incidental and allied duties as may be required to be performed.
- h. Contractor shall visit the contractual/area/premises periodically and not less than once a fortnight and meet competent company officials/project manager whenever specifically called by the latter and carry out the tasks assigned efficiently diligently and to the satisfaction of the company.
- i. The contractor shall ensure that any dispute between him and his employees' to settle outside the premises, property etc, for this purpose.
- j. The contractor shall take appropriate insurance cover from government insurance company under the workmen's compensation Act for the requisite amount in respect of workmen (as future provisions). Insurance cover shall be obtained by the contract at his cost with in a fortnight of the commencement of the contract and copy of insurance cover to be sent to the company immediately.
- k. The liability of any compensation for injury to his employees or other arising as result of duties by workmen shall be that of the contractor.
- l. With regard to the interpretation of the terms and conditions of this contract, the decision of the BVFCL, Namrup shall be final.
- m. For purpose of Civil/criminal jurisdiction arising out of this contract, the company's headquarters/head office shall be deemed to be at Namrup where the cause of action would deem to arise.
 - n. Acceptance of tender will rest absolutely on BVFC Ltd. Management, at its discretion, can accept the lowest or any tender and reserves its right to accept/reject any or all tenders without assigning any reason thereof or divide the tenders into two or three contractors, if required.
- O. The corporation reserves the right to terminate the contract without assigning any reason what so ever with a notice of 10 days for the same
- p. BVFCL may go for Reverse Auction after Techno-Commercial evaluation & price bid opening of only successful tenders. Bidders, hereby, confirm their participation in Reverse Auction along with Techno-Commercial Bid.

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

Contd.p/5

- q. Any bidder after submission of their on line bids, backs out at later stage in his own, will be debarred from participation of all future similar tender of BVFCL & their name will be put under “Holidays list” for one year.

15. EXEMPTION OF TENDER FEES/EMD ETC.

- a. MSEs shall be given the benefits of exemption from submission of Earnest money deposit, price preference etc. as per Govt. Guidelines.
- b. SC/ST owned MSEs 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.20/9/2016 subject to meeting of. Quality & technical specification.

16. Personal Accident Insurance Policy

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. Contractor shall ensure that no employee should enter the BVFCL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. undertaking company.
- iv) The coverage shall be of Rs. 2 lakh per individual. The sum assured (Rs. 2 lakh) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakh to the nominee/ legal heir of such deceased contract worker

17. SUB-LETTING OF CONTRACT:

The contractor(s) shall not assign or sub-let the contract or any part thereof. Any breach of this condition shall entitle to take such steps as may be necessary and also terminate the contract and also re-tendering .No power of attorney shall be accepted / entertained.

18. SUBMISSION OF TENDER

In the ‘Price bid’ the Tenderers should quote only the rate of Contractor’s profit per day per labour (in rupees) and total yearly contractors profit exclusive of GST. The statutory dues like daily minimum Wage as per Govt. Notification(Central) alongwith other benefits i.e. EPF 12%, Admn. Charges, wages of Holiday, Leave, LTC etc. and additional components payable to the labourers are as mentioned at Annexure –II and as amended from time to time. Accordingly the payment shall be made alongwith Contractor’s profit. (GST and Bonus as applicable will be extra at actual).

Tenderer(s) must submit/upload their quotation - ”Techno- Commercial bid” and “Price bid) separately category wise like:

- i. **Unskilled labour supply contract - Group-A**
- ii. **Unskilled labour supply contract - Group-B**

Tender should be furnished in 2(two) bids i.e.”Techno- Commercial bid” and “Price bid”.

- A) Tenderer(s)/Agency(ies) should upload scanned copy of following documents along with his/their Technical bids:

Eligibility criteria:

- i) Average annual financial turnover during the last 3 years, ending 31st March,2020, should be at least 30% of estimated cost.
- ii) Experience of having successfully completed similar works during last 7 years, 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 works costing not less than the amount equal to 80% of the estimated cost.

NB: Similar work means Supply of Unskilled labour in any Govt./PSU/Central Undertaking.

- iii. Valid Labour Licence (Central) issued by the concerned authority/ department.
- iv. Valid PF registration certificate and Code No. in his own Firm's/Agency's name
- v. Valid PAN/TAN card in his own Firm's /Agency's name.
- vi. Valid GST registration certificate in his own Firm's/Agency's name.
- vii. DD/Bank pay challan (available on our website) towards required earnest money deposit. OR
NSIC & MSME's certificate towards exemption of EMD.
- viii. Self declaration that he is not blacklisted/banned/under hold from BVFCL Namrup or banned by any unit/region/office of BVFCL as per Annexure "V"
- ix. Self Declaration that he has not been convicted by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure "VI".

The tenderers have to upload the scanned copies of Annexure – I, II, III, IV, V, VI & VII duly signed & sealed.

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

B) The price bids shall be opened online of only those tenderers whose Techno-Commercial bid is found acceptable.

NB: RATE QUOTED IN "PRICE BID" MUST BE EXCLUSIVE OF GST.

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

THE TENDERER SHALL NOT UPLOAD ANY PAPER/DOCUMENTS WHICH IS/ARE NOT REQUIRED UNDER THE TERMS OF THE NIT. CONDITIONAL OFFER(S) WILL BE SUMMARILY REJECTED.

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

(P.K.Bhattacharjee)
Chief Administrative Officer.

Appendix-A

MODEL ARBITRATION CLAUSE FOR ARBITRATION OF CONTRACTUAL DISPUTES

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/or provide administrative services, may use the following clauses;

- ✚ If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deliver there from , the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.
- ✚ The authority to appoint the arbitrator(s) shall be the international Centre for Alternative Dispute Resolution.
- ✚ The internationals Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996 .

Note: Parties may consider adding the following.

- (a) The number of arbitration(s) shall be _____
- (b) The language of the arbitration proceeding shall be English.
- (c) Specific qualification of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.
- (d) The place of arbitration proceedings shall be _____

ICADR-7

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

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

Wage Rates:

Sl. No.	Minimum wage and other components	Rate of wages w.e.f. 01.04.2020 (in `)	
		Unskilled	Listed unskilled
	Part-I (As per Govt. notification)		
1	Minimum wage	420 (Basic= 350.00+VDA=70)	420 (Basic= 350.00+VDA=70)
2	Off day	Included with daily wages	Included with daily wages
3	Festival Holidays(7 days/Year)	8.05	8.05
4	Paid Holidays including 03 National Holidays (9 days/Year)	10.36	10.36
5	Annual Leave (18.25 days/Year)	21	21
6	LTC (12.5 days/year)	14.38	14.38
7	PF (12% on the wages)	50.40	50.40
8	Administrative charges towards PF + EDLIS @ 1%	4.20	4.20
	Part-II [BVFCL Package]		
9	Social benefit(10 days/year, For Listed worker 30 days/year)	11.51	34.52
10	Compensation wage	18	18
11	Additional Compensation wage for unskilled category	5	5
Total		562.90	585.91

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

BID SECURITY DECLARATION

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask Bidders to sign. “Bid Security Declaration”

This is to certify that _____ (CONTRACTOR’S FIRM/COMPANY- including its proprietors/partners/directors) read the Central Govt. Notification dtd. 12th Nov. 2020 under the Ministry of Finance, accepted that if I/We withdraw or modify their bids during period of validity, the Bidder will be suspended for the time specified in the tender documents.

Signature
(Contractor/ Authorized Signatory

Name of Signatory:

Bidder Name :

Seal

Date

(To be filled in and signed by the Tenderer)

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

Sub: **Labour supply contract** :Group_____

Ref: NIT No.Admn\cons-15\LS\2021-2022.

Having examined the condition of the contract, specification for the above work as detailed in your NIT NO.Admn\Cons-15\LS\2021-2022, I/we offer the rates as per the terms and conditions of the NIT

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any charge in circumstances in future.

I/we undertake to deliver the whole of the work comprised in the contract within the time stated.

If the tender is accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum of Rs.....(Rupees.....)
 only in form of deposit through SBI challan no.....dtd..... is/are forwarded herewith as earnest Money. The entire amount (earnest money) shall be forfeited to the Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, if I/we do not sign the contract agreement in time or fail to deliver the work within the time specified in the work order of the contract. The said earnest money shall be retained by Brahmaputra Valley Fertilizer Corporation Ltd., Namrup.

Unless and until formal Agreement is executed and complete in all respect, no payment will be made by BVFCL Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive or is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that advocacy of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my/our having understood the terms and conditions and details of the contract, I/we hereby return the subject NIT after signing and affixing seals and seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

Yours faithfully,

Signature of the Tenderer:_____

Full address:_____

of tenderer. _____

Self Declaration

(Non-blacklisting)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY) has not been blacklisted nor business has been banned by any Central / State Government (incl. its department/agency)/BVFCL, Namrup or was declared ineligible by the Government of India/State/UT Government/BVFCL, Namrup for corrupt and fraudulent practices as on the date of submission of the bid.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place :

Self Declaration

(Non-conviction in courts of law)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) has not, at any time during the period of five years immediately preceding the date of this declaration, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect. Further, that no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any court in India for fraud, dishonesty and moral turpitude. The undersigned also declares that no warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place:

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO.Admn\Cons-15\LS\2021-2022**

<i>Techno-Commercial Bid</i>		
<i>Sl.No.</i>	<i>Particulars</i>	<i>Bidder's Response</i>
<i>1.</i>	Status of the Contractor (Proprietorship/partnership/firm)	
<i>2.</i>	<i>Upload scanned copies of Average annual financial turnover of the last three years ending 31st March,20 of previous financial year, should be at least 30% of estimated cost.</i>	
<i>3.</i>	<i>Upload scanned copies of work order(s) along with successful completion certificate of similar works as per NIT .</i>	
<i>4.</i>	<i>Upload scanned copy of valid Labour Licence issued by the concerned authority/department of Central Govt.</i>	
<i>5.</i>	<i>Upload scanned copy of EPF registration certificate in his own Firm's/agency's name.</i>	
<i>6.</i>	<i>Upload scanned copy of PAN NO. in his own Firm/s/Agency's name.</i>	
<i>7.</i>	<i>Upload scanned copy of GST registration certificate in his own Firm/s/Agency's name.</i>	
<i>8.</i>	<i>Upload scanned copy of DD/Bank pay Challan towards required EMD.`OR Certificate of NSIC & MSME for exemption of EMD.</i>	
<i>09.</i>	<i>Upload scanned copies of NIT (Annexure-I, II III, IV, V, VI & VII) duly filled(where required) and signed/sealed as confirmation of agreeing to all the terms & conditions of NIT.</i>	
<i>10</i>	<i>Confirmation of participation in e-reverse auction</i>	

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

BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO. Admn\Cons-15\LS\2021-2022

Price Bid			
NIT No.Admn/Cons-15/LS/2021-2022			
Name of jobs: Engagement of Unskilled (Listed & Unlisted) labour, Group-A :14 (fourteen) nos.			
1	2	3	4
Daily minimum wage (Basic=Rs. 350.00 + VDA=Rs. 70.00) excluding GST	Total mandays (14 nos. lab. X 313 days)	Contractor's profit per labour per day excluding GST (in rupees)	Total Contractor's Profit (2 X 3) excluding GST (in rupees)
420.00	4382	_____	_____

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

Seal & Signature of the Bidder

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO. Admn\Cons-15\LS\2021-2022**

Price Bid			
NIT No.Admn/Cons-15/LS/2021-2022			
Name of jobs: Engagement of Unskilled labour, Group-B :20 (twenty) nos.			
1	2	3	4
Daily minimum wage (Basic=Rs. 350.00 + VDA=Rs. 70.00) excluding GST	Total mandays (20 nos. lab. X 313 days)	Contractor's profit per labour per day excluding GST (in rupees)	Total Contractor's profit (2 X 3) excluding GST (in rupees)
420.00	6260	_____	_____

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

Seal & Signature of the Bidder