

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**  
**(A GOVT. OF INDIA UNDERTAKING)**

*Please reply to:*  
**CPO/Incharge(Admn.)**  
**BVFCL, Namrup**  
**P.O. Parbatpur – 786 623**  
**Dist. Dibrugarh (Assam), India.**  
**GST NO. 18AABCB9399R1ZK**

<b>Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: <a href="mailto:administration@bvfc.co.in">administration@bvfc.co.in</a>.</b> <b><a href="http://www.bvfc.co.in">www.bvfc.co.in</a></b>
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1. **NOTICE INVITING TENDER NO. : ADMN/Horticulture/2021-2022**
2. **DATE OF ISSUE : 27.10.2021.**
3. **TYPE OF BID : Two- bid system (Techno Commercial-bid and Price Bids)**
4. **BID OPENING : 16.11.2021 at 03:30 PM**
5. **ESTIMATED COST: Rs. 35,40,524.00 (Including Bonus & GST amount)**
6. **EARNEST MONEY DEPOSIT: i. -Rs.53,108.00**

**(MSEs Contractors/bidders & the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security/EMD subject to submission of “Bid Security Declaration” form with signed as per enclosed format in Annexure-II ( Central Govt. office memorandum no. F/9/4/2020 PPD dtd. 12.11.2020).**

7. **BRIEF DESCRIPTION OF CONTRACT:** Supply of Unskilled labour for Horticultural works like regular maintenance of lawns, flower garden, flower pots, Cutting of grass, wild growth, uprooting of weeds and removing the cut grass, branches and rubbishes etc. by sweeping & disposing. Preparation of hedge and flower beds, Plantation of flowers, shrubs, plants, seedlings, watering of flower etc. at prestigious places like Director’s bungalow(s), BVFCL Guest house, Administrative Building, Training Centre, Factory canteen & Parks etc.

For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit online procurement portal <https://www.mstcecommerce.com/eproc> (Vendor Login)

Interested bidders are requested to deposit Non refundable e-tendering Transaction fees of Rs.2,089.00 (Two Thousand Eighty Nine Only i.e. 0.05% of estimated value + 18% GST) through the service provider portal in favour of MSTC Limited.

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

**Shri Pankaj Kr Gogoi**  
**CPO/Incharge(Admn.)**  
**BVFCL, Namrup, District- Dibrugarh, Assam**  
**M: 9435139801**  
**Email: [pkgogoi@bvfc.co.in](mailto:pkgogoi@bvfc.co.in)**

**For technical support, please contact: Shri Subhajit Roy, Email: [sroy@mstcindia.co.in](mailto:sroy@mstcindia.co.in)**

**Address:** M/s MSTC Limited,  
(A Govt. of India Enterprise)  
BSNL Telephone Exchange Building Bye Lane No. 1  
Beltola- Basistha Road, Wireless, Guwahati-781038, Assam  
CIN: U27320WB1964GOI026211  
Phone No. 0361-2221199, Mobile no. 7501524754

Note: For any query regarding the tender, the bidders are requested to contact the above person during the office hours only except 2<sup>nd</sup> and 4<sup>th</sup> Saturday.

## *GENERAL INFORMATION*

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

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**  
(A GOVT. OF INDIA UNDERTAKING)

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**CPO/Incharge(Admn.)**  
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**Dist. Dibrugarh (Assam), India.**  
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<b>Phone: +91 [374] 2507164; FAX: +91 [374] 2500317; e-mail: administration@bvfc.co.in.</b> <b>www.bvfcl.com</b>
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NOTICE INVITING TENDER NO. : ADMN/HORTICULTURE/2021-2022

**TYPE OF BID : Two bid system (Techno Commercial Bid and Price Bid)**

**DATE OF ISSUE : 27.10.2021**

**DATE OF BID OPENING : 16.11.2021 at 3.30 PM**

**ESTIMATED COST : Rs. 35,40,524.00**

On line tenders under two-bid system (Techno-Commercial bid and Price bid) are invited from experienced, financially sound, Labour License (Central), Provident Fund code number, Service Tax Registration number as per contract labour (Regulation & Abolition) Act, 1970 and amended from time to time for the following gardening and regular maintenance works/services at prestigious places like BVFCL's Director's bungalow(s), BVFCL Guest house, Administrative Building, Training Centre, Factory canteen & Parks etc.

Sl. No.	Name of the Service/Contract	Estimated amount (Rs.)	Earnest money (Rs.)	Period of contract
1.	<b><u>Horticulture Contract</u></b> Horticultural works for regular maintenance of lawns, flower garden, flower pots, Cutting of grass, wild growth, uprooting of weeds and removing the cut grass, branches and rubbishes etc. by sweeping & disposing. Preparation of hedge and flower beds, Plantation of flowers, shrubs, plants, seedlings, watering of flower etc. at prestigious places like Director's bungalow(s), BVFCL Guest house, Administrative Building, Training Centre, Factory canteen & Parks etc.	<b>35,40,524.00</b>	<b>53,108.00</b>	Initially for a period of 01(one) year & extendable for a period of another 01(one) year subject to satisfactory performance of the contract

**I/we agree with the above**

**Signature of Contractor with Seal**

Contd.p/2

1. Tenderer(s) should upload scanned copy of following documents alongwith his/their Tender.
  - i. Valid Labour Licence issued by concerned authority/department (Central),
  - ii. Average Annual Financial turnover during the last three years ending 31st March,2021, should be at least 30 % of the estimated cost.
  - iii) 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 costing not less than the amount equal to 80 % of the estimated cost.
  - 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. The Tenderers are required to upload scanned signed copy of "Bid Security Declaration" in lieu of EMD alongwith NSIC & MSME certificate, if any. Form enclosed at Annexure-II
  - viii) The tenderers have to upload the scanned copies of Annexure – I, II, III IV & V duly signed & sealed.

*NB: Similar Horticultural works means regular maintenance of lawns, flower garden and flower pots, Cutting of grass, wild growth, uprooting of weeds and removing the cut grass, branches and rubbishes etc. by sweeping & disposing. Preparation of hedge and flower beds, Plantation of flowers, shrubs, plants, seedlings, watering of flower, Spraying of Agro-Chemicals/Weedicides etc. in Central/State Govt. organizations or in Public Sector Undertakings.*

**03. The Tenderers are required to upload scanned copy of Demand Draft/Bank pay challan (available on our website) towards required Earnest Money deposit.**

***If the EMD is submitted in 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 document of EMD must reach the office of CPO/incharge(Admn.), BVFCL,Namrup within 10(ten) days from the date of online opening Bids. Tender without EMD will be summarily rejected if the bidders are not MSME Registered.***

**04. The Tenders have to upload the scanned copies of Annexure-I, II, III, IV & V 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 to Dy. Ch. .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.***

**Sd/-  
( P.K. Gogoi)  
CPO/IN-charge(Admn.)**

**Enclo: Annexure-I, II, III, IV & V.**

**I/We agree with the above**

Signature of Contractor with Seal

## GENERAL TERMS & CONDITIONS

### 01. SCOPE OF WORKS

- i) Successful tenderer shall be engage 15 Nos. workmen for horticultural jobs.
  - ii) Cutting of grass, wild growth, uprooting of weeds by digging/forking etc. and removing the cut grass, branches and rubbishes etc. by sweeping and disposing.
  - iii) Lawn moving and hedge cuttings wherever necessary.
  - iv) Plantation of flowers, shrubs, plants, seedlings etc. at public building premises as mentioned below of the areas and its regular maintenance including mulching, forking, trimming, manuring and white washing etc. etc.
  - v) Preparation of hedge and flower beds in public buildings, plantation of saplings and its regular maintenance.
- The contractor has to engage minimum man-power in the following manner at jobs at various locations so that the persons available during working hours for getting instructions and guidelines when necessary.

### 02. EARNEST MONEY DEPOSIT:

Quotations should accompany the required Earnest Money as shown above 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.

Micro & Small Enterprises (MSEs) Contractors/bidders & the firms registered with concern Ministries/Departments are exempted from submission of bid Security/EMD subject to submission of "Bid Security Declaration" form with signed as per enclosed format in Annexure-II ( Central Govt. office memorandum no. F/9/4/2020 PPD dtd. 12.11.2020). Failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder will be summarily rejected.

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.

#### 1. SECURITY DEPOSIT:

The successful bidder should 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 respect the Security Deposit will be returned without any interest.

#### 2. AGE OF WORKERS

*The contractor shall not employ any person who has not completed his 18 years and exceed the age of 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.*

#### 3. TERMS AND CONDITIONS:

- (i) The successful tenderer(s) shall employ 15 nos. unskilled labourers with good physic for satisfactory performance of the work. If any worker attend the age of 60 years, he should be dropped immediately and engage new one in place of him with written intimation to CPO/Incharge(ADMN.). All the workers engaged by contractors should be fit to do the the jobs of Cutting of wild growth, creepers, removal of wasted materials, gardening and regular maintenance of lawns, flower garden and flower pots, Spraying of Agro-Chemicals/herbicide etc. All the workers shall be given their attendance daily morning & evening hrs at their working place/office.

I/We agree with the above

Signature of Contractor with Seal

(ii) The successful tenderers should be responsible for the proper conduct of his persons. In case it is noticed that any of his staff is disrespectful or indulges in bad behaviour 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 unacceptable/objectionable conduct of his persons in the discharge of their duties relating to this work.

(iii) On the request they will be allowed Gate passes/Identity Cards 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 Identity cards are lost it is the responsibility of the contractors to ensure that the 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.

(iv) The successful tender(s) shall make necessary arrangement for implements/tools like Dao, spade, Khurpi, Bamboo, watering jhag, Handcart, Broom, Baskets etc. However, BVFCL will provide Hand/Electrical Lawn Mower, Electrical/Power Trimming Saw subject to availability and verification of need.. Contractor **shall have to maintained a register about the supply of above implements.**

v) The all the cut grasses and the rubbishes shall have to dispose off to a distant place as shown by Company Supervisor/ Officer with Contractor's own conveyance.

vi) **The successful bidder(s) shall have to submit attendance sheet of engaged labourers alongwith the monthly bill(s) and payment will be on man-days engaged basis.** If any labourers are required to engaged on emergency jobs on holidays/off days(Sunday) and in different odd times, extra mandays @ Minimum wage will also be given to the engaged labourers.

vii) Acceptance of the tender rest absolutely with BVFCL Management, who at its discretion can accept the lowest any tender or offer at the rates quoted in/by the lowest bid in all groups and also reserves the right to reject any or all tenders without assigning any reason or giving any explanation thereof.

viii) If the tenderers quote their rates below the estimated/reserved amount i. e. below the statutory requirements their price bids/quotations will be summarily rejected and the earnest money will be forfeited

#### 06 COMPLIANCE OF VARIOUS LAWS :

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.

i. 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

ii. 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.

iii. 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 proof of Bank transaction to be submitted by the Contractor alongwith next month bill(s).** Intimation of the date of payment in each month should be given to the principal employer at least 7 (seven)days before from the date of intended payment..

**The payment of statutory dues is also to be made in their Bank Accounts only and proof of bank transaction shall be submitted with a covering letter.**

**07. 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 and at the discretion of Management. 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.

**08. 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 proof of Bank payment/transaction 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.

**09. FORCE MAJEURE:**

i. Neither the contractor nor the company shall be considered in default in performance of its obligation hereunder, if such performance is prevented or delayed because of hostilities, revolution, flood, and earthquake or because of any law and other proclamation, regulation/ordinance of any Govt. of any sub-division thereof because of any Act. of Govt. or for any other cause beyond the reasonable control of the party affected.

ii. Should one or both parties are prevented from fulfilling contractual obligation by Act of the or a State force majeure lasting continuously for a period of six months, the two parties shall consult together regarding the future execution of the Agreement.

**10. 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.

**11. 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.

**12. SPECIAL TERMS AND CONDITIONS:**

- i. The tenderer must be a licenced contractor under Contract labour (Regulation and Abolition) Act 1970 and as amended from time to time.
- ii. The tenderer shall abide by all the provisions of Contract Labour(R&A) Act 1970 and as amended, Minimum Wage Act, 1948, Factories Act, 1948, Industrial Disputes Act, 1947, Payment of Wages Act, 1936, Payment of Bonus Act., Employees PF & Misc. provisions Act 1952, Workmen Compensation Act, 1923, and their respective rules framed under each of the said Acts and as amended from time to time applicable to the tenderer and in case of failure to do so on the part of the contractor, the Corporation shall have the right to deduct from the tenderer's bill the expenses which are to be incurred in connection with any claim from any party including the person(s) engaged by the Contractor.
- iii. The contractor will make payment of wages to 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.

*I/we agree with the above*

*Signature of Contractor with Seal*

- iv) 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.
- v) The address of the tenderer must not be of any BVFCL quarter allotted to any employee for residential purposes. The labourers to be engaged in the job should not reside in any servant qtr. of Type IV/V qtr. The tender of such tenderer with whom there is any dispute with the corporation, will be straight way rejected. GDCC of the Corporation shall form part of the NIT and the work order.
- vi) The whole work may be split up between two or more contractors accepted in part and not in entirely if considered expedient.
- vii) To carry out any other duly assigned by the competent company officer within the terms of this contract to perform incidental and allied duties as may be required to be performed.
- viii) The contractor shall ensure that any dispute between him and his employees' to settle outside the premises, property etc, for this purpose.
- ix) 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. 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, With regard to the interpretation of the terms and conditions of this contract, the decision of the BVFCL, Namrup shall be final. 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.
- x) **BVFCL may go for reverse auction after Techno-commercial evaluation & price bid opening of only successful renderer. Bidders, hereby, confirm their participation in reverse auction along with Techno-commercial bid.**
- xi) 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 tender of BVFCL & their name will be put under " Holiday list" for one year.

### **13. Personal Accident Insurance Policy:**

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.

The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.

- i) The policy should be purchased from Govt. undertaking company.
- ii) 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

### **14. 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.

### **15. SUBMISSION OF TENDER:**

***1. The Tenderers should quote the rates taking into account of daily minimum wage plus VDA as per Govt. Notification (Central) wage rate and other applicable benefit like EPF 12%, Admn charge, holiday, Annual leave, LTC and other benefits extended by BVFCL, Namrup like social benefit, Compensation wage & Additional Compensation wage and implements charges & Contractors profit. (GST and Bonus as applicable will be extra at actual.)***

**I/we agree with the above**  
**Signature of Contractor with Seal**



2. Tenderer(s) must upload/submit their quotation (Techno- Commercial bid" and "Price bid )separately. Tender should be furnished in 2(two) bids i.e."Techno- Commercial bid" and "Price bid".

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

Eligibility criteria:

- i) Valid Labour Licence (Central) issued by the concerned authority/department.
- ii) Average annual financial turnover during the last 3 years, ending 31st March,2021 of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet must be duly audited by Chartered Firm.

**iii) Experience of having successfully completed similar works during last 7 years, should be either of the following:**

a. Three similar completed works each 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

b. One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

**Definition of similar works: Similar work mean** *regular maintenance of lawns, flower garden and flower pots, Cutting of grass, wild growth, uprooting of weeds and removing the cut grass, branches and rubbishes etc. by sweeping & disposing. Preparation of hedge and flower beds, Plantation of flowers, shrubs, plants, seedlings, watering of flower, Spraying of Agro-Chemicals/Weedicides etc. in Central/State Govt. organizations or in Public Sector Undertakings*

**iv) Valid PAN/TAN card in his own Firm's /Agency's name.**

**v) Valid GST registration certificate in his own Firm's/Agency's name.**

**vi) Valid PF registration certificate and Code No. in his own Firm's/Agency's name**

**vii) The Tenderers are required to upload scanned signed copy of “Bid Security Declaration” in lieu of EMD alongwith NSIC & MSME certificate, if any.**from enclosed at Annexure-II. OR

**The Tenderers are required to upload scanned copy of Demand Draft/Bank pay challan (available on our website) towards required Earnest Money deposit.**

viii) The tenderers have to upload the scanned copies of Annexure — 1, II, III, IV & V duly signed & sealed.

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

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

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.

Sd/-  
(P.K. Gogoi)  
CPO/Incharge(Admn.)

**I/We agree with the above**

*Signature of Contractor with Seal*

Appendix-A

MODEL ARBITRATION CLAUSE  
FOR ARBITRATION OF CONTRACTUAL DISPUTES

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

If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deliver there from , the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.

The authority to appoint the arbitrator(s) shall be the international Centre for Alternative Dispute Resolution.

11. The international Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996 .

Note: Parties may consider adding the following.

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

ICADR-

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

*I/We agree with the above*

*Signature of Contractor with Seal*

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

<b><i>Techno-Commercial Bid</i></b>		
<b><i>Sl. No.</i></b>	<b><i>Particulars</i></b>	<b><i>Bidder's Response</i></b>
<b>1.</b>	Status of the Contractor (Proprietorship/partnership/firm)	
<b>2.</b>	<b><i>Upload scanned copies of Average annual financial turnover of the last three years ending 31<sup>st</sup> March of previous financial year, should be at least 30% of estimated cost.</i></b>	
<b>3.</b>	<b><i>Upload scanned copies of work order(s) along with successful completion certificate of similar works as per NIT.</i></b>	
<b>4.</b>	<b><i>Upload scanned copy of valid Labour Licence issued by the concerned authority/department of Central Govt.</i></b>	
<b>5.</b>	<b><i>Upload scanned copy of PAN/TAN NO. in his own Firm/s/Agency's name.</i></b>	
<b>6.</b>	<b><i>Upload scanned copy of GST registration certificate in his own Firm/s/Agency's name.</i></b>	
<b>7.</b>	<b><i>Upload scanned copy of EPF registration certificate in his own Firm'/Agency's name.</i></b>	
<b>8.</b>	<b><i>Upload scanned copy of DD/Bank pay Challan towards required EMD.</i></b> <b><i>OR</i></b> <b><i>Upload scanned signed copy of "Bid Security Declaration" in lieu of EMD alongwith NSIC &amp; MSME certificate, if any.</i></b>	
<b>9.</b>	<b><i>Upload scanned copies of NIT (Annexure-I, II, III IV &amp; V) duly filled and signed/sealed as confirmation of agreeing to all the terms &amp; conditions of NIT.</i></b>	
<b>10.</b>	<b><i>Confirmation of furnishing Security Deposit i.e. 3% of Contract value.</i></b>	
<b>11</b>	<b><i>Confirmation of participation in e-reverse auction.</i></b>	

Signature .....

Name of Tenderer.....

Mobile No. ....

**BID SECURITY DECLARATION**

**I, ----- Son/Daughter of Shri -----  
-----Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of  
M/s. -----am competent to sign this declaration and accepting  
“BID SECURITY DECLARATION” In lieu of Bid Security.**

**I/ we/ am are well aware of the fact that withdrawing or modifying our bids during the period of validity etc, would lead to suspension of our tender for the time specified in the tender documents as per the office memorandum dated 12.11.2020 of Rule 170 of General Financial Rules (GFRs) 2017.**

**I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.**

**-----  
Signature of the Authorized Person**

**Date: \_\_\_\_\_**

**Full Name : \_\_\_\_\_**

**Place: \_\_\_\_\_**

**Company Seal : \_\_\_\_\_**

(To be filled in and signed by the tenderer)

To

The CPO/Incharge(Admn.)  
BVFC Ltd., Namrup,  
P.O.Parbatpur-786623

Sub: Horticulture Contract.  
NIT No: Admn/ Horticulture /2021-2022.

Dear Sir,

Having understood the conditions of the contract/specification of works for the above work as detailed in your NIT No. Admn/ Horticulture /2021-2022 I/we offer the rates as per the enclosed specification of instructions for the job.

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any change 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 and 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 through

Bank Challan no. \_\_\_\_\_ dated \_\_\_\_\_ is forwarded herewith as Earnest Money. The entire amount(Earnest money)shall be forfeited to the Brahmaputra Valley Fertilizer Corporatin 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 a formal agreement is executed and complete in all respects, no payment will be made by BVFC Ltd., Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive and also 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 having understood the terms and conditions and other details of the contract, I/we hereby return the subject NIT after signing and affixing seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

I further declare that I am not a partner/proprietor of any other firm/company or in any way the others participating in the above NIT.

Yours faithfully,

Date:

Signature of the tenderer :

Name in full (block letters) :

*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/ Horticulture/2021-2022

<i>PRICE BID</i>						
Name of jobs: Horticulture Contract						
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
<i>Daily minimum wage plus VDA for Unskilled labour (excluding GST)</i>	<i>Provident Fund contribution @ 12% plus adman.Charges @ of 1% on wage per labour per day</i>	<i>Other benefits like Annual leave,Holiday, LTC,Social Benefit, compensation wages etc. per labour per day</i>	<i>Contractor's profit per labour per day (in rupees)</i>	<i>Implements charges against per labour per day</i>	<i>Rate per labour per day ( 1 + 2 + 3 + 4 + 5) excluding GST &amp; Bonus</i>	<i>Rate per labour per year (Total amount of Sl no. 6 X 313 days)</i>
<i>Rs. 431.00</i>	<i>Rs. 56.03</i>	<i>Rs. 90.02</i>	<i>Rs. _____</i>	<i>Rs. _____</i>	<i>Rs. _____</i>	<i>Rs. _____</i>

Total amount in word :(Rupees ..... )only per labour per day and

Total amount in word : ( Rupees ..... ) only Per labour per year.

GST 18% and Bonus @ 8.33% on wage as applicable will be extra.

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

Signature : \_\_\_\_\_  
Name of Tenderer : \_\_\_\_\_  
( in block letters)  
Address : \_\_\_\_\_

.....  
M.Ph. No.....