

Brahmaputra Valley Fertilizer Corporation Ltd.

Namrup:: Administration deptt.

(A Govt of India Undertaking)

P.O: Parbatpur-786623; Dist: Dibrugarh (Assam)

NOTICE INVITING TENDER NO.ADMN\TRANS\LMVS\2016-2017

Sealed tenders in two-bid system (Techno-commercial-bid and Price-bid) are invited from experienced, financially sound and Service Tax registration number holder contractors/transport supplier for hiring of vehicle of a Brand New ONE TATA SUMO (Diesel) & Brand New ONE MARUTI VAN (Petrol) as defined at para 10:a(i) of Terms & Conditions of NIT.

Sl. No.	Name of Services	Type of vehicle	Estimated amount (Rs.)	Earnest Money (Rs.)	Cost of Tender Paper per set (Rs.)	Period of Contract
01	Escort vehicle for 24 hrs. duty. under CISF, BVFCL Namrup	TATA SUMO (Diesel)	Rs.7,10,730.00	Rs.15990.00	500.00	Initially for a period of 01(two) year which may be extended on same Terms & Conditions for another period of 2(1+1) year subject to satisfactory performance of the contract and requirement of services.
02	Night Patrolling duty 12 hrs. in the BVFCL T/ship, Namrup	MARUTI VAN (Petrol)	Rs.6,11,875.00	Rs.13770.00	500.00	

1. Tenderer(s) should submit the following documents along with his/their Tender:
 - i) Average Annual Financial turnover during the last three years ending 31st March,16 of the previous financial year, should be at least 30 % of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
 - ii) Experience of having successfully completed similar works 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.
 - iii) Valid PAN card in his own / firm's name.
 - iv) Attested copy of valid Service Tax registration certificate in his own / firm's name.
 - v) Present Bank Solvency Certificate (financial resourcefulness) from any Nationalized bank.
02. Tender paper is also available in BVFCL website: www.bvfcl.com & Govt. website: <https://eprocure.gov.in>. The interested parties may download the tender documents and the parties are advised to enclose separate challan payment made through SBI Bank challan (format of the challan available in our BVFCL website in "Download Link" as Tender Paper cost along with technical bids as per schedule detailed below:

- a) Date of issue of tender Papers : w. e. f. 20.09.2016 to 21.10.2016
- b) Last date & time of submission of Tender paper : 21.10.2016 at 02.00 PM
- c) Date & time of opening of Technical bids : 21.10.2016 at 03.30 PM

Contd.p/2

03. BVFCL shall not be responsible for postal delay/loss of Tender documents/applications etc.
04. The contractor(s) firm must have their Bank Account with any core branch of SBI, UBI or UCO Bank, Namrup.
- 05 Matters related to contractual disputes shall be dealt in accordance with the ICADR, New Delhi (INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.
06. In case of holiday or bandh day the next working day shall be considered for issue and opening of the Tender respectively.

The tenderer(s) should carefully study and understand all the tender documents and terms & conditions and satisfy himself before submitting / completing the required format and quoting the rate etc.

For any clarification please contact concerned officer of Administration Deptt. before submitting the tender

Sd/-
(P. K. Bhattacharjee)
HoD (Administration)

Enclo: Annexure-I, II & III

TERMS AND CONDITIONS

1. Scope of work:
Daily duty hours:
 - i. **TATA SUMO (Diesel) for CISF Escort duty** for 24 (twenty four) hrs. duty from 06.00 hrs to 06.00 hrs of the following day **under CISF, BVFCL, Namrup.**
 - ii. **MARUTI VAN (Petrol) for Night Patrolling duty & other allied duty** for 12(twelve) hours from 18.00 hrs to 06.00 hrs in the **BVFCL Township, Namrup** only.
2. The vehicles shall report to the concerned/authorized executive of Administration deptt. in every working day.
3. Rate of Fuel:
 - i. Fuel charges are to be quoted for running charge in the price bid.
 - ii. Fuel for the vehicle will be at the cost of the supplier. In no case, the owner of the vehicle will be allowed to take fuel from the Corporation's depot.
4. Escalation of fuel price will be considered up to Rs.5/-(five) per ltr. only 1(one) time during the contract period. The amount of escalation in per km rate shall be worked out in proportion to the basic rate finalization of the contract quoted in reference to the prevailing fuel price. Similarly de-escalation of fuel price will also be considered proportionately in case of downward revision of fuel price upto Rs.5/-(five) per ltr.
5. Driver of the vehicle:
 - a. The drivers of the vehicle must have valid professional driver's licence duly issued/signed by appropriate government authority.
 - b. The salary of the driver of such vehicles shall be paid by the party,
 - c. In no case the age of the driver should be exceed 50 yrs.
6. The party shall have to maintain a Log Book supply by the Corporation, which has to be certified/countersigned by all users of the vehicle duly filled the location of VISIT, TIME and KMs run based on Meter reading at actual.
7. **EARNEST MONEY DEPOSIT**
Tenderers must be accompanied by Earnest Money of Rs....., payment should be made through SBI Bank challan (format of the challan available in our BVFCL website in "Download Link") and documents so obtained should be enclosed with the tender. Otherwise, the tender will not be acceptable.
On finalization of the contract, the earnest money so deposited by the unsuccessful tenderer will be returned without any interest. The earnest money deposited of successful tender shall be converted into security deposit.
8. **Security Deposit:** The successful bidder have to submit 10% security deposit of Contract value in the form of a Crossed Demand Draft in favour of BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD on any scheduled Bank payable at Namrup preferably State Bank of India, Namrup/UCO Bank, Namrup or any other form of deposit/furnish as Bank Guarantee, Government Securities, FDR. The amount of earnest money deposited with his/their Tender(s), will be retained as Security deposit and rest amount to cover 10% of security deposit of contract value shall have to submit within 30 days of receipt of letter of acceptance. The Security deposit will not earn any interest and will be refunded to you only after satisfactory completion of the contract
9. **Execution of Agreement:** On acceptance of tender, the contractor have to execute an Agreement on stamp paper of appropriate denomination at his own cost within 7(seven)days from the received of this work order.
10. The contractor shall have to submit his bill(s) in triplicate every month along with log book(s) duly certified/countersigned by the all users and along with service tax deposit challan.

11. General conditions:

- a. i). The party has to supply/placed a Brand New **ONE TATA SUMO (Diesel) & Brand New ONE MARUTI VAN (Petrol)** vehicle or a vehicle purchased during the past 06 (six) months of NIT date and must not have run more than 5000 kms. on the date of placement for service.
ii) The successful bidder shall have to place the vehicle of required model **Brand New ONE TATA SUMO (Diesel) & Brand New ONE MARUTI VAN (Petrol)** as per work order and the copies of certificates of registration certificate, Road tax clearance certificate, vehicle insurance, fitness certificate and road permit within 30(thirty) days from the date of placement of vehicle.
If the Contractor fails to supply/place the required model of vehicle as per clause no.11:a(i), the contract may be terminated forthwith and security deposit amount shall be forfeited.
- b. In case of any breakdown of the supplied vehicle, the party has to replace with a separate vehicle immediately. In case of failure to do so, BVFCL management has the right to engage any other vehicle at the cost of the successful tenderer in addition to imposing a penalty charge of 10% on awarded daily rate for the number of days the tenderer fails to provide any suitable vehicle.
- c. A portable fire extinguisher and a First Aid Box should be available in the vehicle at all times. The items are to be provided by the contractor at his own cost.
- d. The address of the tenderer must not be of any BVFCL quarter allotted to any employee for residential purposes.
- e. The successful bidder will have to follow all the provisions of Motor vehicles Act. Govt. of Assam/Central Govt. during the contract period.
- f. One activated telephone number must be provided to his drivers for any communication with respect to the vehicle provided.
- g. The vehicle will be used for official work of BVFCL and have to ply on bandh/strike period etc. if required.
- h. During the contract period, if the vehicle is seized or detained or requisitioned by the Police/Army/Motor vehicle Authority etc. for the reasons like any irregularities, urgency, accidents, it will be entirely at the cost and risks of the contractor. Under such circumstance, another suitable vehicle should be provided by the contractors as a substitute immediately, failing which penalty as stated in point no. 10(b)above, shall be applicable on the contractor.
- i. The successful tenderer will be responsible for proper conduct of his employees/drivers. The successful tenderer will be responsible for any disrespectful, indulgence of bad behaviors or any theft or tempers with any of the corporation's property by his employees/drivers.
- j. The contract will be valid for a period 1(one) year from the date of actual commencement subject to the conditions that the same can subsequently be renewed/extended on the same terms and conditions at the discretion of BVFCL Management for another 2(1+1) two year subject to successfully completion of jobs and requirement of services. However, management reserve the right to give 7(seven) days notice to the contractor, if his work is found unsatisfactory warning him to improve. Even, if there is no improvement on the part within the period, the contract may be terminated forthwith.
- k. Acceptance of tender will rest absolutely with BVFCL management who at its discretion, can accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason thereof.
- l. In case Management feels that the contractor is unable to complete the job because of any unrest/dispute with his labour/driver(s), the corporation shall have power to declare the contract to be at an end and in which case the contractor shall be liable for any expenses for loss/damages which the corporation may incur and the security money deposit of such contractor shall be forfeited.
- m. The contractor shall not assign or sublet the contract or allow any person to involve in the contract. No power-of-attorney shall be accepted/entertained.
- n. The successful tenderer will have to pay an amount of Rs.2000/- (Rupees two thousand only) or any amount fixed by the Competent Authority as ex-gratia as per Workmen's compensation Act to the dependent(s) of the contractor's employee in the event of the death/injury of the labour/driver occurring while on duty due to accident or any untoward situation.

- o. The bidder must not be employed in Govt./quasi Govt./Public sector undertaking and/or dependent of BVFCL employee in service.

12. SUBMISSION OF TENDER:

The Tender should be submitted in 2(two) bids i.e. "Techno-commercial bid" and "Price bid".

A. The Techno-commercial bid shall contain the following:

Eligibility criteria's

- i) Average Annual Financial turnover during the last three years ending 31st March, 16 of the previous financial year, should be at least 30 % of the estimated cost. The income and expenditure statement and balance sheet must be duly audited by Chartered Firm.
- ii) Experience of having successfully completed similar works 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 WORKS MEANS HAVING TRANSPORT BUSINESS OF LIGHT MOTOR VEHICLE in any Central/State Govt./Public Sector undertaking /organizations/institutions/Company etc.

- iii) Present Bank solvency Certificate showing Financial resourcefulness from any Nationalized Bank.
- iv) PAN/TAN no.(photostate copy of the card to be submitted)
- v) Valid Service tax registration certificate no.
- vi) NIT(Annexure-I,II & III) duly signed and sealed (if seal is available) by the tenderer in each page.
- vii) SBI Bank challan towards earnest money deposit to be furnished.

All the above papers/documents which form the "Techno-commercial bid" shall be put in a sealed envelope and superscribed on the body as "TECHNO-COMMERCIAL BID" for TATA SUMO (Diesel) or MARUTI VAN (Petrol) and mentioning the NIT NO., and name of the party.

B) The price bid quoting the rates, should be put in a separate envelope and duly superscribed as "PRICE BID", NIT NO., name of vehicles TATA SUMO (Diesel) or MARUTI VAN (Petrol) and name of the party. The rate quoted should be indicated both in figures and words. In the event of any inconsistency/difference between figures and words, the words shall prevail.

C) Both the "Techno-commercial bid" and Price bid" shall put in a third sealed envelope which shall mention the name of the service/vehicle TATA SUMO(Diesel) or MARUTI VAN(Petrol), NIT No., and the name of the party.

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

D) The price bid of only those tenderer whose Technical bid is found acceptable shall be opened.

E) All the documents submitted by Tenderers in Technical bids, should be INDEXED.

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

The address for communication of the bidder must be proper and must not be any of BVFCL quarter allotted to its employees for residential purpose.

Sd/-
(P.K Bhattacharjee)
HoD (Administraton).

Appendix-A

MODEL ARBITRATION CLAUSE
FOR ARBITRATION OF CONTRACTUAL DISPUTES

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

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

Note: Parties may consider adding the following.

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

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

ANNEXURE-III

(To be filled in and signed by the Tenderer)

To
The HOD (Administration)
BVFCL Namrup
P.O.Parbatpur-786623
Dibrugarh, Assam.

Sub: Supply of vehicle one TATA SUMO (Diesel) / MARUTI VAN(Petrol)
Ref: NIT No.**Admn\Trans\LMVS\2016-2017**.

Having examined the condition of the contract, specification for the above work as detailed in your NIT NO.Admn\Trans\LMVS\2016-2017, 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.....only in form of deposit through SBI Bank Challan no.....dated.....is 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 amount of earnest money shall be retained by Brahmaputra Valley Fertilize 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. _____

Mobile no.....

BRAHMAPUTRA VALLEY FERTILIZER CORPORATIN LTD.
NAMRUP:: ADMINISTRATION DEPTT.
NIT NO.Admn\Trans\LMVS\2016-2017

Techno-Commercial Bid		
Sl.No.	Particulars	Bidder's Response
1	Status of the Contractor (Proprietorship/partnership/firm)	
2	Attested copies of Average annual financial turnover of the last three years ending 31 st March of previous financial year, should be at least 30% of estimated cost. The income & expenditure statement and Balance sheet duly audited by Chartered Firm.	
3	Attested copies of work order(s) alongwith successful completion certificate of similar works as per NIT (annexure-I) clause No.12A(ii)	
4	Attested copy of recent Bank Solvency Certificate Financial resourcefulness from any Nationalize Bank.	
5	PAN/TAN NO. Attested copy of PAN/TAN card in his own name	
6	Attested copy of Service tax registration certificate in his own name.	
7	Attested copy of Bank Challan towards required EMD.	
8	NIT (Annexure-I, II and III) duly filled and signed/sealed as confirmation of agreeing to all the terms & conditions of NIT.	

Signature

Name of the Tenderer

Address:

.....

Mobile No.....

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP :: ADMINISTRATION DEPARTMENT
NIT NO.ADMN/TRANS/LMVS/2016-2017

‘PRICE BID’

Name of the work: **Supply of Brand New TATA SUMO (Diesel).**

I/We have understood the work involved and the conditions mentioned in the NIT and I/we give our rates as per proforma below:

Sl. No.	Name of service/work	Standing charge per day in rupees	Rate per km. in rupees **
1	Supply of TATA SUMO (Diesel) for Escort duty for 24 (twenty four) hrs. under CISF BVFCL Namrup.		

Rupees (in words)_____Rupees(in words)_____

**** Ref: Current fuel price Rs._____/ltr. of Diesel at Namrup.**

Excluding Service Tax @15% as applicable

Particulars of Earnest Money:

Earnest Money **Rs.**

SBI Bank challan No.

& Date:

Signature:

Name of the tender

in full (in block letters)

Address:.....

.....

Tel./Mobile No.....

Date :.....

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

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP :: ADMINISTRATION DEPARTMENT
NIT NO.ADMN/TRANS/LMVS/2016-2017

‘PRICE BID’

Name of the work: **Supply of Brand New MARUTI VAN (Petrol).**

I/We have understood the work involved and the conditions mentioned in the NIT and I/we give our rates as per proforma below:

Sl. No.	Name of service/work	Standing charge per day in rupees	Rate per km. in rupees **
1	Supply of MARUTI VAN (Petrol) for Night Patrolling duty in the BVFCL Township, Namrup for 12 (twelve) hrs.		

Rupees (in words)_____Rupees(in words)_____

**** Ref: Current fuel price Rs._____/ltr. of Petrol at Namrup.**

Excluding Service Tax @15%.

Particulars of Earnest Money:

Earnest Money **Rs.**

SBI Bank challan No.

& Date:

Signature:

Name of the tender

in full (in block letters)

Address:.....

.....

Tel./Mobile No.....

Date :.....

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