

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

(A Govt. of India Undertaking)

P. O. : Parbatpur (786 623) Dist. : Dibrugarh, Assam

INSTRUMENTATION DEPARTMENT

NOTICE INVITING TENDER

Tender Notice No: I-42-b-902

Date: 25/11/2016

Sealed tenders are hereby invited on item rate basis from experienced contractors for the following work(s) in Brahmaputra Valley Fertilizer Corporation Ltd., Namrup.

SL No	Name of work	Earnest Money (₹.)	Contract Duration	Tender Paper cost (₹)
1.	Servicing contract for M/s Avery India Ltd. make weighing machines of Namrup-II group of plants of M/s BVFC Ltd., Namrup.	1760/-	1 year	Nil

Contractors mean the experienced, contractors who are having past experience for respective jobs and party having registration fulfilling the documentary evidence as admissible. Party should submit their

(1) Credential for attending similar type of jobs earlier (2) Copy of Valid Repair License from Legal Metrology, Govt. of Assam, (2) Photocopy of PAN. (3) Photocopy of valid Service Tax Registration certificate

01. Tender papers {NIT, schedule of quantities (Annexure-I), Annexure-II, Annexure-III, Special Terms and Conditions (Annexure-IV) ,GDCC} are to be down loaded from the web- sites www.bvfcl.com, Earnest money drawn in favour of BVFC Ltd. Namrup by A/c payee D. D. / bankers cheque from State Bank of India/ United Commercial Bank/ United Bank of India, payable at Namrup shall have to be submitted along with bid documents. Draft charges shall be borne by the party.

1. Submission of Tender Paper : In sealed tender box In the Office of the C. E. (Inst), Namrup.

2 .Validity of offer : 60 Days

2. Last date of submission of tender papers : 24. 12. 2016 at 2.00 P.M.

3. Opening date of tender papers : 24. 12. 2016 at 3.30 P.M.

- 02 The tenders will be opened on the above scheduled date and time in presence of the tenderers or their authorized representatives who may like to be present. In case of Bandh or Holiday, next working day shall be considered for opening of tender and such will be informed to the expressing interest in taking part.

03. **BVFCL shall not be responsible for postal delay / loss of tender paper / late submitted tenders. BVFCL reserves the right to accept or reject any or all tenders communicating same to the party without assigning any reason thereof.**

Signature.....

(D. K. Das)

C.E. (Inst.)

Ref . Tender Notice No: I-42-b-902

Annexure –I
Date: 25/11/2016

SCHEDULE OF QUANTITY FOR QUOTING PRICE

Sl. No.	Avery Model No	Machine Sl. No.	Capacity	Servicing Schedule in 1 year	Rate per servicing ₹	Total amount ₹
1.	3205 CLE	C 697910	1000 KG	2 times		
2.	3205 CLE	C 687771	500 KG	2 times		
3.	3205 CLE	C 634100	500 KG	2 times		
4.	3205 CLE	C 634819	500 KG	2 times		
5.	3205 CLE	C 806506	500 KG	2 times		
6.	3205 CLE	C 634820	500 KG	2 times		
7.	3205 CLE	C 636052	500 KG	2 times		
8.	3205 CLE	C 868683	200 KG	2 times		
9.	3205 CLE	C 774721	100 KG	2 times		
10.	5104 DLB (Road Weigh Bridge)	C 6717432	30,000 KG	2 times		
Total						
Add service tax @15 %						
Grand Total						

Total Rupees.....

Date:

Signature of the tenderer with stamp

Gen/29

Annexure –II

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
TENDER FORM (NOT TRANSFERABLE)**

Tender Notice No.: I-42-b-902

Date: 25/11/2016

Last date of submission : 24-12-2016 at 2-00 p.m.

**Name of work: Servicing contract for M/s Avery India Ltd. make weighing machines of
Namrup-II group of plants of M/s BVFC Ltd., Namrup.**

Name & Address of the party

TO BE FILLED IN BY THE TENDERER

I/We hereby tender for the execution for the B.V.F.C.Ltd. Namrup, of the work scheduled in under written memorandum within the time specified in such memorandum and at the rates specified herein and in all respect in accordance with the specifications, designs, drawings and instructions referred to in the N.I.T. conditions 'THE GENERAL DIRECTIONS AND CONDITIONS' of contract and in all other respects in accordance with such conditions and special conditions so far applicable.

MEMORANDUM

1. General Description of the work : As mentioned above
2. Earnest money: ₹ 1760/-
3. Duration of contract: 1 (one) year.
4. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions and conditions contained in **NIT, GDCC** (enclosed) and the special conditions which have been read and understand by me / us so far as applicable or in default thereof to forfeit and pay to the corporation or their successors or assignees, the sums of money mentioned in the said conditions.
5. The sum of ₹ _____ has been deposited vide _____
No. _____ Dated _____ with the Finance Manager in favor of B.V.F.C. ltd. or their successors or assignees without prejudice to any other rights or remedies of the said corporation or their successors or assigned should I/ we fail to commence the work specified in the above memorandum.

Contd.... 2

ENCLOSURES :

1. Earnest money deposit receipt /Bank draft / Bankers Cheque.
2. Detailed scheduled of work duly filled in and signed (Annexure- I).
3. Scope of work and payment terms duly read and signed (Annexure-III)
4. Special terms and conditions duly read and signed (Annexure – IV).
5. Reference to similar works performed earlier.
6. Copy of Valid Repair License from Legal Metrology, Govt. of Assam,
- 7 Photocopy of valid certificate / card w.r.t. Service Tax Registration No
8. Photocopy of PAN

Dated

Signature of the Contractor

Address.....

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Witness (1)

Witness (2)

Signature

Signature

Address

Address.....

of witness

of witness

ANNEXURE- III

Ref . Tender Notice No: I-42-b-902

Date: 25/11/2016

SCOPE OF WORK, PAYMENT TERMS & BVFCL's OBLIGATIONS:

1.00 Scope of Work

- 1.01 Servicing (overhauling & calibration) of all the Weighing Machines listed in **Annexure-I** are to be done by your well skilled Service Engineer twice in a year and Inspector, Legal Metrology, Govt of Assam is to be coordinated for stamping of these machines at least once in a year.
- 1.02 Apart from the scheduled servicing, any breakdowns of any of the listed machines within this contract period are to be attended by the party, free of cost.
- 1.03 Unskilled laborers will be supplied by us for assistance, in servicing of the machines.
- 1.04 Stamping & conveyance charges of Inspector, Legal Metrology will be borne by BVFCL, Namrup.
- 1.05 Service contract should include supply and replacement of “**knife edge bearing**” of these machines, wherever & whenever necessary, by the party free of cost. All other necessary spares will be supplied by us.
- 1.06 Painting of all the machines are to be done (internally & externally) after each scheduled servicing. Paint (good quality of reputed manufacturer), cleaner, kerosene etc for cleaning & painting of are to be supplied by the party.
- 1.07 **This contract will be valid for 1 year. However term of the contract may be extended for another one year with same rate and terms and conditions depending upon the performance of the party.**
- 1.08 Standard weights for calibration of these weighing machines will be provided by us.
- 1.09 The job shall be started immediately on LOI/written order.

2.00 PAYMENT TERMS

- 2.01 Payment shall be made against submission of Bills/Invoices in duplicate duly certified by BVFCL Engineer-in-charge, as per detail given below:
- 2.02 **90% of each servicing value:** Will be paid on successful completion of entire scope of work of each servicing of all the weighing machines.
- 2.03 **Balance 10% of each servicing value:** Shall be retained by BVFCL, Namrup, as Security Deposit for the remaining contract period, and will be paid after successful completion of contract. No interest will be paid on security deposit.
- 2.04 All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.

3.00 BVFCL's OBLIGATIONS

- 3.01 Guest house Facility for Contractor Engineers only to extent possible may be made available on chargeable basis.
- 3.02 Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- 3.03 Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to out side party.

Signature:

(D. K. Das)

C. E. (Inst.)

SPECIAL TERMS & CONDITIONS OF NOTICE INVITING TENDER

1.00 INSTRUCTION FOR TENDERS

- 1.01 The tenderer(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 **The tender documents completed in all respects and duly signed by the contractor in all pages should be sealed in a cover super scribing the tender No. name of the work and date of opening and addressed to the concerned officer along with the name and address of contractor.**
- 1.03 The above cover containing all tender documents should be dropped in the tender boxes kept in the respective office or be posted by Registered post so as to reach concerned officer well in specified time. The rates of items should be indicated in figures & in words and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form and any unwanted & additional entries in tender papers will lead to rejection of tender paper.

2.00 SPECIAL TERMS & CONDITIONS

- 2.01 The contractors have to abide by the terms and conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc. The tenderer should be carefully read and understand the clauses of G.D.C.C. before filling up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 2.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer-in-charge / site in charge.

3.00 EARNEST MONEY

- 3.01 The tenderer shall deposit the Earnest money in favour of B.V.F.C.LTD, Namrup, for the work in accordance with the provisions of clause 11 of the G.D.C.C. The tender(s) without earnest money shall be rejected. Earnest money of the successful bidder will be returned only after completion of AMC job and no interest will be paid on earnest money.

4.00 AGREEMENT

- 4.01 On acceptance of Work Order, the contractor shall enter into an agreement with BVFCL, Namrup, on **Non Judicial Stamp paper of Rs. 10.00**, of the state of Assam as per standard format of M/s BVFCL. The stamp duty shall be borne by the contractor.

5.00 COMPENSATION

- 5.01 The contractor shall have to make an ex-gratia payment of Rs.1000/- (Rupees one thousand only) to the dependents of labourer in the event of the labour's death occurring while on duty. This payment will be made by the B.V.F.C.Ltd. immediately and will be recovered from the contractor.

6.00 TOOLS & ACCOMMODATION

- 6.01 The contractor shall make his own arrangements for providing accommodation, tools, tackles etc. for his staff. B.V.F.C.Ltd will not provide such facilities.

7.00 SAFETY MEASURES

7.01 The contractor has to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory. Injuries or Accidents to the contractor labour shall be taken care by the contractor at his own cost and risk and shall comply with all safety rules and health regulations. The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.

8.00 MEDICAL FACILITIES

No medical facilities will be provided free of cost except First aid to the contractor's labourers.

9.00 FORECE MAJURE

9.01 Neither contractor nor corporation shall be considered in default in performance of its obligation hereunder if such performance is prevented or delayed because of war hostilities revolution, flood, earthquake, proclamation, regulation, or ordinance of any Govt. or any Sub-division there or because any Act of God or any other cause beyond the reasonable control of the party affected.

9.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decided the future course of action regarding the continuance of work as per contract

10.00 SPECIAL CONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW AND/ OR IN ENCLOSED SHEET)

10.01 The work shall be executed at all stages, at the directives of the site-engineer.

10.02 Erection of scaffolding etc. and site clearing after completion of the work shall be in the tenderer's scope

10.03 Water & electricity, if required for the work, shall be supplied by BVFCL free of cost.

10.04 The scope of work and special conditions shall include but shall not be restricted to the above.

10.05 Please see Annexure-III for scope of work, technical & special conditions for the job.

11.00 ARBITRATION

11.01 Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications designs, drawings and instruction herein-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of the relating to the contract designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director / General Manager / Chief Engineer of B.V.F.C. Ltd. and if the Managing Director / General Manager / Chief Engineer is unable or unwilling to Act, to the sole arbitration so some other person appointed by the Managing Director / General Manager / Chief Engineer, willing to act as such arbitrator. There will be no objection of the arbitrator so appointed is an employee of B.V.F.C.Ltd. Namrup and he had to deal with the matters to

which the contract relates and the in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act reason, such Managing Director / General Manager / Chief Engineer as aforesaid at the time of such transfer, vacation office or inability to act, shall appoint another person to as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a term of this contract that no person other than a person appointed by such Managing Director / General Manager / Chief Engineer as a foreside to arbitration, at all cases where the amount of the clime in dispute in Rs. 50,000-(Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

- 11.02 Subject to aforesaid provision of the arbitration Act. 1950 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply arbitration proceeding under this clause. 11.03 It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts clamed in respect of each such dispute.
- 11.03 It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts clamed in respect of each such dispute.
- 11.04 The arbitration (s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 11.05 The work under the contract shall if reasonable possible to continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceeding.
- 11.06 The arbitration shall be deemed to have entered on the reference on the date he issues notice to both parties fixing the date of the first hearing.
- 11.07 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.08 The venue of arbitration shall be such place as may be fixed by the arbitrator or in his sole discretion.
- 11.09 The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.
- 11.08 The venue of arbitration shall be such place as may be fixed by the arbitrator or in his sole discretion.

12.00 LAW GOVERNING THE CONTRACT

- 12.01 This contract shall be governed by Indian laws for the time being in force.

13.00 DECLARATION OF TENDERER

- 13.01 I/we declare that I/We have read the above instructions/ special terms and conditions, etc, and well understood and are in agreement with the above. I/we also declare that I/We are not a partner / proprietor of any other firm / company participating in this tender of BVFCL.

Date.:

Signature of the Tenderer