

BRAHMAPUTRA VALLEY FERTIZER CORPORATION LIMITED, NAMRUP
TENDER FORM

Tender No _____
 Last Date of Submission _____ at _____ PM

Name of Work _____

Name & Address of the Party

TO BE FILLED IN BY THE TENDERER

I/We hereby tender for the execution for the BVFCL Namrup, of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with the specifications, designs, drawings and instructions referred to in the NIT conditions 'THE GENERAL DIRECTIONS AND CONDITIONS' of contract and in all other respects in accordance with such conditions and special conditions so far as applicable.

MEMORANDUM

1. General Description of the work:-

Earnest Money _____

2. Security deposit 10% of the total value of the work (including earnest money).

3. Time allowed for work _____ days/months

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 and the special conditions which have been read and understood by me/us so far as applicable or in default thereof to forfeit and pay to the corporation or their successors for assignees, the sums of money mentioned in the said conditions.

5. The Sum of Rs _____ has been deposited vide _____

Dated _____ with the Finance Manager in Favour of BVFC Ltd, as earnest money, the full value of which to be absolutely forfeited to the BVFC Ltd, or their successors or assignee without prejudice to any other rights and remedies of the said corporation or their successor or assignee should I/e fail to commence work specified in the above memorandum.

ENCLOSURES:-

1. Earnest money deposit receipt/Bank Draft/Deposit at Call Receipt
2. Detailed schedule of work duly filled in and signed (Annexure-II)
3. Special terms and conditions duly read and signed (Annexure-IV)
4. Reference to similar works performed earlier (Annexure-V)
5. GDCC dully read and signed on every page

Date _____

 Signature of Contractor

Address _____

Witness
 signature
 &Address

1 _____

2 _____

BVFC LTD. NAMRUP
SPECIAL TERMS & CONDITIONS
OF
NOTICE INVITING TENDER

1.00 INSTRUCTION FOR TENDERERS

- 1.01 The tenderer (\$) 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 should be sealed in a cover super scribing the tender no. name of the work, date of opening and address to the concerned officer along with the name and address of the contractor.
- 1.03 The above cover containing all tender documents should be dropped in the tender boxes kept in respective office or be posted by registered post so as reach concerned office in well specific manner.
- 1.04 the rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

2.00 SPECIAL TERMS & CONDITIONS

- 2.01 The contractors have to abide by all the terms and conditions mentioned in GDCC in respect of carrying out the job, payments, settlements of dispute etc. The tender should be carefully read and understand the clauses of GDCC 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 Engineer-in Charge/ Site in Charge.

3.00 EARNEST MONEY

- 3.01 The Tenderer should deposit the earnest money in favour of BVFC Ltd. Namrup, for the work in accordance with the provision of clauses 11 of the GDCC enclosed herewith. The tender (\$) without earnest money shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC

- 4.01 The tenderer must be licensed contractor under "Contract Labour" (Regulation and Abolition) act. 1970 or they should produce a certificate from Labour Department to the effect that they are not covered by the Contract Labour Act
- 4.02 The tenderer shall abide by all the provisions of contract labour (Regulation and Abolition) act 1970 Minimum Wages Acts 1940, factories act 1948, Industrial Disputes Act 1947, Payment of Wages Act 1936, Workmen's compensation Act 1923 and their respective rules framed under each of the said acts from time to time and also other labour acts and rules applicable to the tenderer and that in case the tenderer fail to do so, this corporation shall have the rights to deduct from tenderer's bill, the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the tenderer .

The contractor has to maintain a register of his labourer's with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) act 1970.

- 4.03 The contractor shall make the payments of wages regularly to the laborer's engaged by him in presence of a authorized representative appointed by BVFC Ltd as per contract Labours act 1970 and the minimum wages should be paid according to the circulars /directives issued by Central Govt./ State Govt. from time to time.

5.00 COMPENSATION

- 5.01 The Contractor shall have to make an ex-gratia payment of Rs. 500/- (Five Hundred) only to the dependants of labourer in the event of the labour's death occurring while on duty. This payment will be made by the BVFCL immediately and will be recovered from the bills of contractor.

6.00 TOOLS AND ACCOMODATIONS

- 6.01 The contractor shall make his own arrangements for providing accommodation tools tackles etc for his staff. Such facilities will not be provided by BVFCL.

7.00 SAFETY MEASURE

- 7.01 The Contractor have to provide all necessary safety tools/equipments/accessories to his staff working at site as required under safety regulation of factory. Injuries or accidents to the contractor labour shall be

- taken care by contractor at his own cost and risk and shall comply with all safety rules and health regulations.
- 7.02 The contractor has to obtain safety permit from competent authority for working in hazardous conditions and all safety rules should be followed strictly.
- 8.00 MEDICAL FACILITIES**
- 8.01 No Medical Facilities will be provided free of cost except First Aid to the contractor's labourers.
- 9.00 STANDARD MATERIALS TO BE USED**
- 9.01 All the materials to be used in the execution of the work shall be unless otherwise specified, of standard make and shall strictly comply with current appropriate Indian Standard Specifications or of such specifications as required. The contractor shall produce the sample of each article and obtain prior approval of the Engineer –in-Charge in writing.
- 9.02 Following material may be supplied by BVFCL Ltd. on chargeable basis
- | MATERIAL | QUANTITY | RATE (In Rs) |
|----------|----------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |
- 10.00 FORCE MAJURE**
- 10.01 Neither Contractor nor corporation shall be considered in default in performance of its obligations 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 of any act of God or any other cause beyond the reasonable control of the party affected.
- 10.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force of 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.
- 11.00 SETTLEMENT OF DISPUTES:** Any disputes or differences whatsoever arising between the parties and/ or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the "Rules of conciliation and Arbitration" by ICADR as decided by the competent Authority of BVFCL. The award made in pursuance thereof shall be final binding on both the parties." Further all disputes arising out of this contract shall be subject to the jurisdiction of courts of Dibrugarh.
- 12.00 LAW GOVERNING THE CONTRACT**
- 12.01 The contract shall be governed by the Indian Laws for the time being in force.
- 13.00 SPECIAL CONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW AND/ ON ENCLOSED SHEET)**
- I. While filling their bid, party may visit the site and consult with our engineer –in charge, so that contractors are acknowledged with the job, to be quoted for.
- II. Party should give an undertaking, that he has no relation with the other parties.
- III. The work stipulated in the NIT may vary. The quantity may increase or decrease, depending upon the site condition.
- IV. In the event of starting work, contractor must be fulfill the instructions of the Engineer-in Charge at site.
- V. After starting of the job, no compromise will be made, in connections with the wrong work.
- 14.00 MATTERS FINALLY DETERMINED BY BVFCL**
- All disputes or differences or any kind whatsoever arising out of or in connection with the contract during the progress of work or after the completion and whether before or after the termination of the contract, shall be referred by the contractor to the BVFCL and BVFCL shall within a responsible time after presentation make and notify decisions thereon in writing which shall be final and binding. The performance of the contract shall not stop by the contractor due to the reason that any dispute, claim or difference is pending with BVFCL or any Court or Arbitrator.

14.00 DECLARATION OF TENDERER

**14.01 I/WE DECLARE THAT I/WE HAVE READ THE ABOVE INSTRUCTIONS/SPECIAL TERMS & CONDITIONS ETC.
AND WELL UNDERSTOOD AND ARE IN AGREEMENT WITH THE ABOVE.**

(Signature of the Tenderer)