

ANNEXURE -I

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP
(CENTRAL MECHANICAL WORKSHOP)**

Sl. No. _____ Date of Issue: _____
Tender No. : No.CMW/AC/16/423 Date: 09.05.2016
Last Date of Submission : **31.05.2016**
Name of Work : Supply of one no. of Air Conditioning Mechanic in BVFCL, Namrup for
a period of one year.
Issued to : _____
(Name & address of the party) _____

No. of tender documents issued _____

Signature of issuing officer
Deptt. Mechanical

To be filled in by the Tenderer

I/We hereby tender for the execution for the BVFCL Namrup of the work scheduled in under written 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 : Supply of one no. of Air Conditioning Mechanic in BVFCL, Namrup for a period of one year.
2. Earnest Money (Rs.) : Rs.4910.00
3. Time allowed for the work : One year
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms & provisions and conditions contained in NIT, GDCC and the special terms & 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 successor or assignees, the sum of money mentioned in the said conditions.
5. The sum of Rs..... has been deposited vide receipt no.dated _____ with FM(Fin) in favour of BVFCL, NAMRUP as earnest money , the full value of which to be absolutely forfeited to the BVFCL, Namrup or their successor or assignees without prejudice to any other rights or remedies of the said Corporation or their successor or assignees should I/we fail to commence the work specified to the above memorandum.

Enclosures:

- a. Earnest money deposit receipt/Bank Draft.
- b. Detailed schedule of work duly filled in and signed (Annexure-III)
- c. Reference of similar works performed earlier (Annexure-)
- d. GDCC duly read and signed on every page.

Signature of Tenderer

Dated :

Address :

Witness: (1)

Signature & address of witness

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(CENTRAL MECHANICAL WORKSHOP)
TENDER DOCUMENT

1.00 SCOPE OF WORK:

- 1.01 Supply of one no. experienced & expert senior air conditioning mechanic on as and when required basis and as directed by Engineer-In – Charge of the work for a period of one year. The contractor should visit the site and contact the undersigned to assess the nature of jobs to be executed before quoting.
- 1.02 The Air Conditioning Mechanic must be having at least 15 years experience in maintenance & servicing of different types of air conditioning & refrigeration systems including open type, package type & split type units. Besides he must be capable of guiding others for execution of assigned jobs. Preference shall be given to the person having experience of working with air conditioning installations identical to that of BVFCL Limited, Namrup.
- 1.03 The contractor has to take approval from BVFCL authority/Engineer-In-Charge for the Air Conditioning Mechanic indicating his name/work experience before deploying him.
- 1.04 The contractor has to take adequate safety measures for safety of the personnel deployed.

2.00 BVFCL'S RESPONSIBILITY

- 2.01 BVFCL shall provide required tools, consumables & spares for execution of the jobs assigned.

3.00 PAYMENT TERMS

- 3.01 BVFCL shall release payment through monthly Running Account bill against actual quantity of man days and on satisfactory execution of the work duly certified by our Engineer- in – charge.
- 3.02 Income tax at the prevailing rate shall be deducted from the bill.
- 3.03 Service tax at the applicable rate shall be paid to you on production of certificate of having valid registration with the appropriate Excise authority

4.00 COMPLETION TIME

- 4.01 Time of completion of the job shall be one year from the date of deployment of

Expert AC Mechanic as certified by the Engineer- In- Charge of the job.

- 4.02 During the contract period if the contractor or the contract worker is not able to perform the work satisfactory(like payments /duties) then the contract will be cancelled on the notice of maximum seven days . Any delay in payment due to BVFCL to contractor will not be considered and also no clarity or excuse will be considered regarding this clause .Feel free to make further query if more clarity is required to understand before filling the tendering documents to the concern In -charge officer .

4.03 If the contractor works satisfactorily then contract may further be extended for one year .

5.00 OTHER TERMS & CONDITIONS

- 5.01 All other terms & conditions of BVFCL's GDCC shall be applicable to this contract.
- 5.02 Any injury/accident to the persons deployed, shall be taken care by the contractor at his own cost and risk and they shall comply with all safety rules and health regulations.
- 5.03 The contractor shall abide by all the provisions of the contract (Regulation & Abolition) Act 1970 and other industrial acts prevailing at the time of the job.
- 5.04 The contractor shall hereto make an ex-gratia payment of ₹. 1,000/- (Rupees One Thousand) only to the dependent of persons employed in the event of his death occurring while on duty. This payment will be made by BVFCL immediately and shall be recovered from the contractor's bill.

6.00 AGREEMENT

- 6.01 All the terms & conditions mentioned here in shall form the part of the contract and be incorporated in the Agreement Form for which the contractor shall furnish Non-Judicial stamp paper of the state of Assam of denomination of ₹.10/- (Rupees Ten) only along with 7 sheets of water mark paper and execute the agreement in prescribed proforma within 7 (seven) days from the date of receipt of the work order.

7.00 JURISDICTION

The contract shall be deemed to have been entered into at Namrup and all courses of action in relation to the contract will, therefore, be deemed to have been within the jurisdiction of Dibrugarh Court of Dibrugarh district in state of Assam

8.00 CONCILIATION & ARBITRATION:

At the first instance both the parties shall make efforts to resolve the disputes through conciliation as per the procedures laid down in the Arbitration and Conciliation Act, 1996 failing which, disputes shall be referred to the Arbitration as per the provisions provided here under:-

All matters, questions, disputes or differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of the matters relating to the contract or breach thereof or the respective rights or liabilities of the parties whether during execution or after completion of the work or whether before or after termination, shall after written notice by either party to the contract be referred to the sole arbitration of General Manager/ Director (Production), BVFCL, Namrup, (Dibrugarh) who may himself enter into the reference as Arbitrator or appoint any other person to be the arbitrator. The Arbitrator Proceeding shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is agreed by and between the parties that in case a reference is made to the arbitration or the arbitral tribunal for the purpose of resolving the disputes/differences arising out of contract by and between the parties hereto, the arbitrator or the arbitral tribunal shall not award interest on the awarded amount more than the rate of SBI PLR or

actual interest rate paid by the owner (BVFCL), whichever is lower, prevailing on the date of award of contract.

- 9.00 BVFCL is committed to corruption free work environment. All the above services and commitments 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 vigilance office, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786623 (Tel no: 0374-2507092/0374-2507167).

For & on behalf of BVFC Limited
Namrup

(Z U Ahmed)
P.E(M),CMW

Annexure-V

NIT No: No. CMW/AC/16/423

Date: 09.05.2016

Name of Work: Supply of one expert Air Conditioning Mechanic in B.V.F.C. Limited, Namrup for a period of one year.

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

<u>Sl. No.</u>	<u>Description of work</u>	<u>Quantity</u>	<u>Rate (₹) /Day</u>	<u>Amount (₹)</u>
1.	Supply of one expert Air Conditioning Mechanic in B.V.F.C. Limited, Namrup for a period of one year. (Including all components)excluding Contractor profit and service tax	365Man days	Rs.423	154395.00
2	<u>Contractor profit</u>	365Mandays	Rs	
3	TOTAL			
			TOTAL AMOUNT(Rs.)	

TOTAL AMOUNT:

TOTAL AMOUNT: (Amount in words: -

)

Service tax as applicable will be extra at actual.

Earnest Money: ` _____

Bank Draft/Pay Order/Journal no _____ Dt. _____

Remarks:- i)

ii)

Signature: _____

Name of Tenderer: _____

Address _____

Date: _____

(Seal)

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