

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(MECHANICAL DEPARTMENT)

Sl. No. _____ Date of Issue :
Tender No. : N –III/Mech-55/UB-III/16/3562 Dated 02.07.2016.
Last Date of Submission : 12/07/2016
Name of Work : Supply of helping assistance for various maintenance jobs during
ATA-2016 in Urea & Bagging - III Plant.
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 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: Supply of helping assistance for various maintenance jobs during ATA-2016 in Urea & Bagging - III Plant
2. Earnest Money (Rs.) : ₹ 1,530/-
3. Security deposit @ 10% of the total value of the work (including Earnest Money):
4. Time allowed for the work : Twenty Days
5. 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.
6. 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:

1. Earnest money deposit receipt/Bank Draft. for EMD
2. Detailed schedule of work duly filled in and signed (Annexure-V)
3. Reference of similar works performed earlier (Annexure-)
4. GDCC duly read and signed on every page.

Signature of Tenderer

Dated : _____ Address : _____

Witness: (1)

Signature, name & address of witness

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

NAMRUP

(MECHANICAL DEPARTMENT)

Tender Notice No.: N –III/Mech-55/UB-III/16/3562

Date: 02.07.2016

NOTICE INVITING TENDER

1.00 INVITATION OF TENDER:

- 1.01 Scope of work as per “Schedule of Quantity & Proforma for quoting rate” enclosed at Annexure-V.
- 1.02 The tender shall be submitted in prescribed Proforma enclosed with the NIT. The Proforma for quoting rates/ price shall be duly filled in and signed by the Tenderer.
- 1.03 Execution of similar work means jobs pertaining to supply of different categories of manpower in a reputed industry on short term/long term basis.
- 1.04 The tender must remain valid for a minimum period of 90 days from the date of opening of the tender

2.00 TERMS AND CONDITIONS:

- 2.01 Tenderer should visit the site and contact the undersigned to assess the nature & quantum of jobs to be executed before quoting.
- 2.02 The job will be carried out inside the factory premises.
- 2.03 The Contractors shall take special care for his workmen at site and shall be solely responsible to observe safety precautions in keeping with the provisions of relevant ‘Factory Act’ and provide safety measures to his workman at site at his own cost.
- 2.04 The Contractors shall make an ex -gratia payment of ₹. 1,000/- (Rupees One Thousand) only to the dependent of a Labour in the event of his death occurring while on duty. The payment will be made by B.V.F.C.L., Namrup immediately, if required, and shall be recovered from the Contractor’s Bill.
- 2.05 The Contractor shall abide by all the provisions of contract Labour (Regulation & Abolition) Act 1970, Minimum Wage Act 1923 and Safety Act. The contractor shall make payment to his workmen as per the latest Central Govt.’s relevant notification vide no. 1/15(3)/2015-LS.II, dated 30.09.2015 and as revised from time to time.
- 2.06 In accordance with the latest instruction of Govt. of India verification of character and antecedent of employees assigned by the contractor are to be submitted to B.V.F.C.L., Namrup.
- 2.07 The parties may ask for clarifications on bidding conditions, if any.
- 2.08 The parties may ask for the reason for rejection of their bid as the case may be.
- 2.09 All other terms & conditions of GDCC of B.V.F.C.L., Namrup will be applicable.

3.00 PAYMENT TERMS:

- 3.01 100% payment will be released as per actual deployment of manpower and on submission of Bill as certified by Engineer – in- charge, BVFCL after deductions, if any.
- 3.02 Service tax at the applicable rate shall be paid to the party on production of certificate of having valid registration with the appropriate service tax authority.
- 3.04 Income tax at the prevailing rate shall be deducted from the bill.

4.00 CONDITIONS OF CONTRACT:

- 4.01 In the event of acceptance of the tender/contract the contract shall be governed by BVFCL GDCC and terms & conditions contained in NIT document.

5.00 COMPLETION TIME

- 5.01 Time of completion shall be 20 (Twenty) days from the date of deployment as certified by the Engineer- In- Charge of the job.
- 6.00 All other general terms & conditions shall be applicable as per the conditions/ provisions of BVFCL’s standard G.D.C.C. relevant to works contract.

7.00 GENERAL TERMS & CONDITIONS:

7.01 Jurisdiction of Court: 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 (Opr & Maint), 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 AGREEMENT

9.01 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 Performa within 7 (Seven) days from the date of receipt of the Work Order.

10.00 BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to the Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374 2507167)

(Arun Gogoi)
Plant Engineer (M), Urea -III

SCHEDULE OF WORK & PROFORMA FOR QUOTING RATE

Ref. NIT no. N –III/Mech-55/UB-III/16/3562

Dated 02.07.2016

Name of job: Supply of helping assistance for various maintenance jobs during ATA-2016 in Urea & Bagging - III Plant.

- i) Welder – 01 no.
- ii) Unskilled Labour – 05 nos.

<u>Sl.</u>	<u>Description</u>	<u>Quantity (Man days)</u>	<u>Rate (₹)</u>	<u>Amount (₹)</u>
1.	Welder	40		
2.	Helper	200		
Sub – Total (₹.)				
Service Tax @ 15%				
Total (₹.)				

(Total Amount in words: Rupees _____)

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.