BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP

Corporate Identity Number -U24123AS2002GOI006786

(CENTRAL MECHANICAL WORKSHOP)

Sl. No.	Date of Issue:
Tender No.	: CMW/EM/16/642 Date: 06.09.2016
Last Date of Submission	: 28.09.2016
Name of Work	: Supply of three operators for operation of different earthmoving equipments in BVFC Limited, Namrup.
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	
	on for the BVFCL Namrup of the work scheduled in under
	time specified in such memorandum and at the rates
	t in accordance with the specifications, designs, drawings
	NIT conditions, "THE GENERAL DIRECTIONS AND
	all other respects in accordance with such conditions and
special conditions so far as applical	ble.
MEMORANDUM	1 0 1 0.1
1. General Description of the wor	11 1
2 F (M (D)	earthmoving equipments in BVFC Limited, Namrup
2. Earnest Money (Rs.)	:Rs. 10735/-
3. Time allowed for the work	: One year.
	I/We hereby agree to abide by and fulfill all the terms &
	d in NIT, GDCC and the special terms & conditions which
•	me/us so far as applicable or in default thereof to forfeit
	ir successor or assignees, the sum of money mentioned in
the said conditions.	and the desired and the control of the desired and the control of
	eposited vide receipt no. dated with
	AMRUP as earnest money, the full value of which to be
· · · · · · · · · · · · · · · · · · ·	, Namrup or their successor or assignees without prejudice
•	the said Corporation or their successor or assignees should
I/we fail to commence the work spe	ecified to the above memorandum.
Enclosures:	
	ey deposit receipt/Bank Draft.
	edule of work duly filled in and signed (Annexure-III)
	f similar works performed earlier (Annexure-11)
	read and signed on every page.
T. ODEC duly	Total and signed on every page.
Dated:	Signature of Tenderer
	Address:
Witness: (1)	

Signature, name & address of witness

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP Corporate Identity Number -U24123AS2002G01006786

(CENTRAL MECHANICAL WORKSHOP)

NOTICE INVITING TENDER

<u>Name of work</u>: Supply of three operators for operation of different earthmoving equipments in BVFC Limited, Namrup for one year on purely temporary basis..

1.00 INVITATION OF TENDER:

- 1.01 Sealed tenders in two bids system are hereby invited from reputed parties having sufficient experience in supply of different categories of manpower.
- 1.02 Before submission of quotation, the parties should visit the site to get clear idea of the work.
- 1.03 The tender shall be submitted in prescribed Proforma enclosed with NIT. The Proforma for quoting rate/price shall be duly filled in and signed by the tenderer.
- 1.04 The tender must remain valid for a minimum period of 90 days from the date of opening of the tender.

2.00 SCOPE OF WORK:

2.01 Supply of operators for operation of Hydra crane, Coles crane, ERF trailer, Fork Lifter etc. in connection with handling, shifting, unloading of various equipments, vessels, fittings etc. on as and when required basis and as directed by Engineer – in – charge.

3.00 SPECIAL TERMS AND CONDITIONS:

- 3.01 Tenderers should visit the site and contact the undersigned to assess the nature of jobs to be executed before quoting.
- 3.02 The jobs will be carried out inside/ outside the factory premises.
- 3.03 The contractor will deploy 3 (three) equipment operators having minimum three years experience in operation of wheel mounted 16 ton capacity Coles crane, 3 ton capacity Hydra crane, Heavy duty Fork Lifter, heavy duty trailers of 20/30 ton capacity etc.
- 3.04 The contractor shall take prior approval from BVFCL authority / Engineer in Charge for deployment of the operators indicating their names/ work experience.
- 3.05 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.
- 3.06 The Contractors shall make an ex gratia payment of `1,000/- (Rupees One Thousand) only to the dependent of a workman 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.
- 3.07 The Contractor shall abide by all the provisions of contract Labour (Regulation & Abolition) Act 1970, Minimum Wage Act 1923 and Safety Act.
- 3.08 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.
- 3.09 The parties may ask for reason of rejection of their bid as the case may be.

- 3.10 In case of any Exigency/Job demand, to keep manpower beyond normal working hours, the overstay will be adjusted in the form of equivalent mandays from the estimated Mandays @ ` 246.00 per 8 hrs per person plus contractor's profit.
- 3.11 License fees payable by the contractor workers who have been allotted with corporation's quarters for residential use shall be deducted from the concerned Contractor's bills. In case of vacation of such quarters, the occupant/contractor shall require to intimate the date of vacation in the prescribed format available with the Administrative Department.
- 3.12 All other terms & conditions of GDCC of B.V.F.C.L., Namrup will be applicable.

3.13 Personal Accident Insurance Policy

- i) Contractor shall buy Personal Accident Insurance (24 X 7) policy for all of his employees deployed under the contract before the start of work. Contractor shall ensure that no employee should enter the BVFCL factory or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of worker for 24 hrs. for all the seven days of week.
 - iii) The policy should be purchased from Govt. undertaking company.
- iv) The coverage shall be of Rs. 2 lakhs per individual. The sum assured (Rs. 2 lakh) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 2 lakh to the nominee/legal heir of such deceased contract worker.

4.00 BVFCL'S RESPONSIBILITY

4.01 Responsibility for availability of earthmoving equipments in working condition will be on BVFCL.

5.00 PAYMENT TERMS

- 5.01 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.
- 5.02 Income tax at the prevailing rate shall be deducted from the bill.
- 5.03 Service tax at the applicable rate shall be paid to you on production of certificate of having valid registration with the appropriate Excise authority.

6.00 COMPLETION TIME

- 6.01 Time of completion of the job shall be initially for a period of one year which may be extended for a further period of one year on satisfactory completion of job from the date of deployment of Operators as certified by the Engineer- In- Charge of the job.
- 6.02 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 .

7.00 <u>EARNEST MONEY:</u>

Quotations should accompany the required Earnest Money in form of demand draft/pay order (to be drawn in favour of BVFCL, Namrup) or BVFCL Copy of Challan (in BVFCL Approved format payable at SBI, Namrup) and the document so obtained should be enclosed with the Tender. Otherwise tender will not be acceptable. On finalization of the contract, the earnest money so deposited by the unsuccessful tenderers will be returned without any interest. The earnest money deposit of the successful tenderer shall be converted into security deposit.

8.00 AGREEMENT

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.

9.00 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

10.00 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/ D(P), BVFC Limited, Namrup, Dibrugarh (Assam) 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.

11.00 BVFCL is committed to a corruption free work environment. "All the above purchases, 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, Distt. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374-2507167).

Date: 06.09.2016

Ref. NIT No. CMW/EM/16/642

<u>Name of Work:</u> Supply of three operators for operation of different earthmoving equipments in BVFC Limited, Namrup for a period of Four Months.

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

SI.	Description	Total days	Man	Rate without profit per man day (Rs)	Amount (Rs)
1	(i) Supply of three skill earthmoving operators in Central Mechanical Workshop for one Year on purely temporary basis. (skilled unlisted category)	939			
2	Contractor's profit	939			
3	PF contribution @ 12% on min. wage	939			
4	Admin. Charges @ 1.36% on min. wage	939			
5	Adjustable Adhoc amount @ Rs. 25.50 per manday	939			
6	Provision of Bonus				
7	Sub total Rs.				
8	Service tax @ 15% of SUB TOTAL				
9	TOTAL				
	Total value after rounding off Rs.				

TOTAL AMOUNT: (Amount in words: Service tax and Bonus as applicable will be extra at actual. Earnest Money: `._____ Bank Draft/Pay Order no/ Challan 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.

INFORMATION REGARDING TENDERER

Date: 06.09.2016

A) In cas	se of individual	
i)	Name of business	
ii)	Whether his Business is registered	
iii)	Date of commencement of business	
iv)	Whether he pays Income Tax over Rs. 10,000/- per	
	year	
B) In cas	se of Partnership	
i)	Name of Partnership	
ii)	Whether the partnership is registered	
iii)	Date of establishment of firm	
iv)	If each of the partners of the firm pays Income-Tax	
	over Rs. 10,000/- a year and if not which of them	
	pays the same	
	of Limited Liability Company or Company Limited by Guarantee	
i)	Amount of paid up capital	
ii)	Name of Directors	
iii)	Date of Registration of Company	
iv)	Copies of the last two years balance sheets of the	
	company	
D) Incom		
i)	Income Tax Clearance Certificate for previous	
	years.	
E)	P.F Registration No. of the Contractor to be	P .F. Reg. No.
	intimated along with Documentary proof thereof.	
F)	PAN No. of the Contractor to be intimated along	PAN No.
	with Documentary Proof thereof	
G)	Service Tax (S.T) Registration No. of the	S.T.Reg. No.
	Contractor to be intimated along with Documentary	
	Proof thereof	

(Signature of Tenderer with Seal)

Name		
Date		
Place		