

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

TENDER FORM (NOT TRANSFERABLE)

Tender Ref. No: N-III/A/PC/1(2)/ 44 dtd. 12.03.2018

Mode of Tender : Open

Type of Bid : Single

Earnest Money : ` 435.00

Last date of submission 27.03.2018 at 3.00 pm

Name of work: Cleaning of cooling tower basin sumps of Ammonia-III plant.

Name and address of the party

TO BE FILLED IN BY THE TENDERER

I/We hereby tender for the execution for the B.V.F.C.L., Namrup of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein & in all respect in accordance with the specifications, designs, drawing 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 as applicable.

M E M O R A N D U M

1. General Description of the work:-
2. Earnest money ` 435.00 (Rupees four hundred thirty five only)
3. Security Deposit 10% of the total value of the work (including earnest money)
4. **Time allowed for work 05 (Five) Days**
5. 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 or assignees, the sums of money mentioned in the said conditions.
6. The sum of ` - - - - - has been deposited vide----- - - - - -dtd.- - - - - in favor BVFCL, Namrup as earnest money, the full value of which to be absolutely forfeited to the BVFCL, or their successors or assignees without prejudice to any other rights or remedies of the said Corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

contd....2/-

ENCLOSURES:

1. Tender paper/ Form(Annexure-I)
2. Detailed schedule, scope and quantity of work duly to be filled in and signed.
[Annexure-II(A& B)]
3. Special terms & conditions duly read and to be signed (Annexure-III) by tenderers.

Dated- - - - -

Signature of the Contractor

Address-- - - - -

- - - - -

Witness (1) - - - - -

(2) -----

Signature (1).- - - - -

(2) - - - - -

& address- - - - -

- - - - -

of witness- - - - -

- - - - -

SCHEDULE, SCOPE AND QUANTITY OF WORK

NIT Ref. NO. N-III/PC/I(2)/44

Date:12.03.2018

1. **Name of the work:** Cleaning of cooling Tower basin sumps of Ammonia-III plant.

2. **Scope of Work :**

There are 6(six) cells in the Cooling Tower basin. Some damage and broken woods etc. are lying on wooden bridge across the cooling tower and some are floating on water. All these unwanted garbage should be pulled out carefully from mentioned above and to be gathered outside cooling tower. After successful completion of the job, all garbage should be removed from cooling tower site and to be stored at a place as desired by our site Engineer/ supervisor.

3. **Schedule and time of work:**

Time shall be the essence of the contract and all the jobs shall be completed within 05 (five) days, including Sundays and holidays if falls, from the date of site clearance. The work shall be done in normal working hours. The contractor has to comply his own supervisor, who will ensure that the job is carried out with the satisfaction of the BVFCL engineer within the specified time.

Annexure-IIB**Schedule of work, quantity and rates:****NIT Ref. No: N-III/A/PC/1(2)/44 dated: 12.03.2018**

Sl. No.	DESCRIPTDION OF JOBS	Category of Manpower	No. of Man power	No. of Days to be worked	No. of shift per day	Man days	Rate (`)	Total Amount (in `)
1.	Cleaning of cooling tower basin.	Unskilled						
2.	Supervision of job.	Supervisor						
3.	Sub Total							
4.	Contractors margin (of Sl. No. 3)							
5.	Total							
6.	GST 18% on Sl.no 5.							
7.	GRAND TOTAL (5+6)							

Signature of the contractor with
Date and seal

BVFCL, NAMRUP
SPECIAL TERMS & CONDITIONS
OF

NOTICE INVITING TENDER(NIT Ref. No: N-III/A/PC/1(2)/44 dated: 12.03.2018

1.00 INSTRUCTION FOR TENDERERS

- 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 should be sealed in a cover super scribing the tender No., name of 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.
- 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 TIME SCHEDULE/COMPLETION PERIOD:-

- 2.01 Time shall be the essence of the contract and all the jobs shall be completed within 05 (five) days, including Sundays and holidays if falls, from the date of site clearance. The entire job should be done in normal working hours. The contractor has to comply his own supervisor, who will ensure that the job is carried out with the satisfaction of the BVFCL engineer within the specified time.
- 2.02 A work and time schedule shall be prepared and submitted by the successful tenderer on receipt and acceptance of work order within 10 (Ten) days.

3.00 GENERAL TERMS & CONDITIONS:

- 3.01 Party should have past experience of executing similar nature of job with supporting documentary evidence.
- 3.02 Interested Tenderer, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Tenderer has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.
- 3.03 **Validity of Contract:-** The job shall be taken up after issuing of work order and 05(five) days time would be given for mobilizing the resources/manpower at the site. But the party should be able to mobilize at a very short notice (within mobilization period), if required. However, the contract shall remain valid for a period of 6 (six) months reckoned from the date of its award.
- 3.04 **Escalation in Rates:-** The rates quoted will remain firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or transportation cost etc.

4.00 Tender paper cost & Earnest money.

4.01 The tender paper should be shall accompanied along with the original challan of tender paper cost and earnest Money deposited at SBI, Namrup in favour of BVFCL, Namrup(download link our BVFCL web site as mentioned earlier) for the work in accordance with the provisions of the G.D.C.C. The tender(s) without earnest money shall be rejected. The earnest Money of un-successful bidder will be released. But in case of successful tenderer he will have to deposit 10% of the executed value as Security Deposit. His EM will be converted to Security Deposit and balance amount will be deducted from the contractor's bill. The Security Deposit will be released after six months on satisfactory completion of the job. No interest will be earned by the contractor against Security Deposit.

5.00 Terms of Payment:-

5.01 100% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery if any. However, 100% payment is [subject to fulfillment of Security Deposit-Cum-Workmanship Guarantee as given at clause no 5.04 of General Terms & Conditions. If phase wish job is performed as per BVFCL's requirement, party can raised 100% value of completed work shall be released.](#)

5.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.

5.03 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid Service Tax Registration Certificate issued by appropriate Excise Authority.

5.04 **Penalty:** In the event that the work is not completed according to the time schedule, the Contractor shall have to pay Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 10% of the total value of the work.

6.00 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.

7.00 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc if applicable. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.

8.00 The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf. You shall make an ex gratia payment of 1,000-/(rupees one thousand) only to the dependent of a workmen in the event of his death occurring while on duty. The payment will be made by M/s. BVFCL, Namrup, immediately, if required, and shall be recovered from your bill.

9.00 Safety Regulations:- The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL. Before starting maintenance work the Contractor shall consult BVFCL's Safety Officer or the Engineer-In-Charge, if the Safety Engineer is not available, and familiarize himself with such regulations copies of which will be furnished to him by BVFCL on request.

10.00 Force Majeure: The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons,

or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force-Majeure lasting continuously for a period of three months, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

11.00 Conciliation & Arbitration:-

- 11.01 Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.
- 11.02 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 11.03 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

12.00 Jurisdiction: Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the Jurisdiction of the Court at Dibrugarh (Assam) only.

13.00 Agreement:- The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup on a non-judicial stamp paper costing ` 10.00 only within 07 (Seven) days of the date of receipt/ acceptance of the Work Order or before commencement of work whichever is earlier. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizer Corporation Limited, Namrup.

**(I.Khalil)
Plant Manager,
Ammonia-III**

