

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
NAMRUP**

(A Govt. of India Undertaking)

CIN- "U24123AS2002GOI006786"

P.O. : Parbatpur ( 786 623 )

Dist. Dibrugarh, Assam

**ELECTRICAL DEPARTMENT**

**NOTICE INVITING TENDER**

**Tender Notice No. Nam/Elect/Amm-III/NIT-012/2018/2415**

**Date: 18.12.2018**

**Subject: Enquiry requesting Quotation in Two Bid System.**

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	<b>" Offline Testing of HT motors in Ammonia-III &amp; Ammonia-II plants through out side expert Authorized party"</b> Estimated Cost: Rs.2, 84,700.00 (including GST)	<b>7,118.00</b>	<b>04 Days</b>	<b>200.00</b>

Sealed tenders are invited for the above work (Scope of work enclosed at Annexure I) through DTDC Courier within the last date of receipt of quotation indicated below (at Sl No 3). The job is to be carried out as per Terms & Conditions stipulated hereunder and in Annexure –A, I, I (A), II, III, III(A), IV & GDCC enclosed herewith.

1) **Earnest Money Deposit and Tender Paper Cost: Rs. 7,118.00 (Rupees Seven Thousand One Hundred E) only in the form of Demand Draft towards EMD and Rs. 200 (Rupees Two hundred ) only in the form of Demand Draft towards Tender Paper Cost (non- refundable) from State Bank Of India/ United Commercial Bank/ United Bank Of India, drawn in favour of BVFC Ltd, Payable at Namrup. Draft charges shall be borne by the party.**

OR

Tender paper cost and earnest money may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. One Challan copy must be submitted along with the tender documents. Tender papers {NIT, Scope of work, Schedule of quantities (Format for Price Bid), Terms and Conditions of NIT} are to be down loaded from the web-site [www.bvfcl.com](http://www.bvfcl.com) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Tender paper cost and earnest money drawn in favour of BVFCL Namrup by DD / Banker cheque shall have to be submitted along with bid documents.

2. Issue of tender documents from : 18.12.2018

3. Last date of submission of tender papers : 16.01.2019 at 3.00 P.M.

4. Scheduled date of opening of techno-Commercial Bid : 16.01.2019 at 3.30 P.M.

5) Validity of offer: 120days from the scheduled date of opening of Techno-Commercial Bid.

For the subject job, we request you to tender your quotation in **two bid system**, namely Techno-commercial Bid and Price Bid.

**6) The techno-commercial bid shall contain:**

a) Earnest money deposit and Tender paper Cost.

b) **Work Order Copies of similar works carried out by the contractor in Fertilizers/Refineries/ Petrochemicals/ continuous process plants (preferably PSU) along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during last 5 years ending last day of month previous to one in which applications are invited either of the following:**

i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

ii) Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.

Or

iii) One similar completed works costing not less than the amount equal to 80 % of the estimated cost.

**Contd.**

c) **Work Order copy must reflect experience of performing such offline HT motor tests.**

d) Enquiry requesting quotation along with enclosures [Annexure –A, I, I (A), II, III, III (A), **IV** & GDCC] duly signed on each page by the Contractor under official seal as a token of acceptance.

e) **Deviations, if any, to our terms & conditions (to be submitted on letter head of the contractor duly signed on each page).**

f) **Contractor will have to furnish self certified photocopies of the following documents:**

i) Copy of PAN /TAN Certificate issued by the concerned IT authority.

ii) Copy of GST Registration etc.

iii) A declaration in the form of affidavit / declaration that he / she is not a partner / proprietor of any other firm / company participating in this tender of BVFCL.

6) **The price Bid shall contain:**

**Detailed break-up of price as per the format in Annexure- A indicating all charges and applicable GST clearly. The Price Bid shall contain the signature of the bidder with address, seal and date.**

The Techno-Commercial Bid and the price Bid are to be sealed in TWO SEPARATE ENVELOPES super-scribing the name of the Bid on the top left corner of the envelope. These two envelopes are to be put in to a THIRD ENVELOPE, which shall again be sealed, super-scribing on it the enquiry ref. no., date and scheduled date of opening of Techno-Commercial Bid.

Quotation shall be received in the office of the Chief Engineer (Elect.), BVFCL, Namrup, PO: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, on all working days during normal working hours. **Quotation may be sent through DTDC courier who delivers posts at Namrup**

The Techno-Commercial Bid will be opened on due date and time in the chamber of the Chief Engineer (Elect), BVFCL, Namrup, Post Office: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, in the presence of the tenderer or their accredited representatives, who wish to be present.

The price Bid of only those parties, whose Techno- Commercial Bids are found to be in order and the Terms & Conditions of the offer are acceptable to BVFCL, Namrup, will be opened. The date of opening of price Bid will be intimated in due course of time.

7) BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. Incase of any person demand any bribe, it is the duty of the responsible citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.

**Note:** 1) BVFCL, Namrup, shall in no way be responsible for any postal delay.

2) If the last date of receipt of quotation, scheduled date of opening of Techno-Commercial Bid happens to fall on Strike day/ Holiday at Namrup, then the next working day will be counted.

3) BVFCL, Namrup reserves the right to cancel any or all quotations received, without assigning any reason thereof.

- The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work, if necessitated.
- The tenderer shall abide by all the statutory obligations under various statutory acts and rules made there. Under any Circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts, any other laws applicable to contractors and/or their Establishment and the workmen engaged by them.
- **Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

**(T.J.Gohain)**  
**P.E-(E), Amm-III, CPP & T/s**

**ELECTRICAL DEPARTMENT**

**Price Schedule**

**Name of the work:** “Offline Testing of HT motors in Ammonia-III & Ammonia-II plants through out side expert Authorized party”.

**NIT No.:-** Nam/Elect/Amm-III/NIT-012/2018/2415

**Date:** 18.12-2018

Sl. No	Description of job	Qty. (Nos.)	Rate (Rs.)	Amount (Rs.)
1	2	3	4	5
1.	<b>Offline Testing of HT motors:</b> <b>Scope:</b> 1. Capacitance & tan delta measurement. 2. Partial discharge measurement as per IEC 60270. 3. Winding circuit analyzer test (List of the motors are enclosed in Annexure-I)	5 (five)		
		GST		

**Total =**

**(Rupees**

**) only Including GST**

Less TDS (IGST) @ 1% }  
(AGST) @ 1% } 2%

**Signature of party with seal**

Date: \_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCOPE OF WORK****Offline Testing of HT motors:**

<b>Sl. No.</b>	<b>JOB DESCRIPTION</b>
<b>01</b>	<b>Offline Testing of HT motors:</b> <b>Scope:</b> <b>1. Capacitance &amp; tan delta measurement.</b> <b>2. Partial discharge measurement as per IEC 60270.</b> <b>3. Winding circuit analyzer test</b>

**List of HT Motors to be Test:**

<b>Sl. No.</b>	<b>Name of Motor</b>	<b>Plant</b>
1	Cooling Tower Motor (M2), 11KV, 1450KW	Ammonia-III
2	Cooling Tower Motor (M1), 11KV, 1450KW	Ammonia-III
3	100% BFW Motor, 11 KW, 1630KW	Ammonia-III
4	Benfield Soln. Pump Motor, 11KV, 950KW	Ammonia-III
5	BFW Motor(1.32 PC 7B), 11KV, 1030KW	Ammonia-II

**(T.J.Gohain)**  
**P.E-(E), Amm-III, CPP & T/s**

**BVFCL'S OBLIGATIONS**

- i) Transportation charges shall be in tender's account.
- ii) Accommodation in BVFCL Guest House at Namrup, subject to availability, will be provided, by BVFCL for the representative being deputed for testing job.
- iii) Local Transportation from nearest Airport (Dibrugarh) to BVFCL Guest House at Namrup and BVFCL site will be provided by BVFCL subject to availability.
- iv) Medical facilities to extend possible shall be extended on chargeable basis at the rate as applicable to out side party.
- v) Safety work permit for carrying out job shall be made available.

Yours faithfully,  
For and on behalf of BVFCL Limited

**(T.J.Gohain)**  
**P.E-(E), Amm-III, CPP & T/s**

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**  
**TENDER FORM** NOT TRANSFERABLE

Tender No. \_\_\_\_\_  
 Last date of submission \_\_\_\_\_ at \_\_\_\_\_ p.m.  
 Name of Work \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Name & Address of the Party  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TO BE FILLED IN BY THE TENDERER**

I / We hereby tender for the execution for the B.V.F.C Ltd. 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 applicable.

**MEMORANDUM**

1. General Description of the work :-  
 Earnest money Rs. \_\_\_\_\_
2. Security deposit 10% of the total value of the work (including earnest money)
3. Time allowed for work \_\_\_\_\_ days /months.
4. Should the 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.
5. The sum of Rs. \_\_\_\_\_ has been deposited vide \_\_\_\_\_ Dated \_\_\_\_\_ with the Finance Manager in favour of B.V.F.C. Ltd., as earnest money, the full value of which to be absolutely forfeited to the B.V.F.C. Ltd., 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.

**ENCLOSURES:**

1. Earnest money deposit receipt / Bank Draft / deposit at Call receipt.
2. Detailed schedule of work duly filled in and signed (Annexure A)
3. Scope of work (Annexure -1)
4. Terms and Conditions duly read and signed (Annexure III)
5. Proforma for BANK GUARANTEE(Annexure- III(A))
6. Special Terms and Conditions (Annexure IV)
7. G. D. C. C. duly read and signed on every page.

Dated: \_\_\_\_\_

Signature of the Contractor  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Witness: i)  
 Signature 1) \_\_\_\_\_  
 & Address \_\_\_\_\_  
 of witness \_\_\_\_\_

ii)  
 2) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TERMS AND CONDITIONS.

**1.00 GUARANTEE & SECURITY DEPOSIT**

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful testing job. The security deposit shall be retained by BVFCL, Namrup, till the guarantee period is over.

**2.0 COMPLETION TIME**

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **04 Days**, from the date of start work at site. In case of delay in completion, unless extension of completion time is granted by us an application of the Tenderer, we may at our option recover liquidated damage from the party at a sum equal to 0.5% per week or part there of the work order value subject to a maximum of 5% of work order value.

**3.00 PAYMENT TERMS**

3.01 Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below :

- i) 90% of the contact value: On successful testing of motors after completion of entire scope of work.
- ii) Balance 10% of the contract Value: Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 06 (Six) months from the date of successful submission of test report, unless a Bank Guarantee of Equivalent amount from any scheduled Bank is furnished by the contractor in lieu of Security Deposit. Security Deposit, however, will not earn any interest.  
All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.
- iii) You will be paid First & Final Bill, considering the actual work carried out by you..
- iv) Bill will be released within 30 days after submission of Final Bill/Running Bills after duly certified by site Engineer.
- v) Any clarification from the contractor/suppliers/service providers on the bill submitted by the contractor should be sought within 15 days; similarly the contractor should be required to submit the clarification within that time.
- vi) Any taxes if applicable shall be deducted from bill as per prevailing rates by the Finance department.

**4.00 ARBITRATION**

In all cases of disputes, the decision of this company shall be final. Failing this the matter will be referred to the arbitration in accordance with the Indian Arbitration and Conciliation Act 1996and amendment thereof.

**(T.J.Gohain)**  
**P.E-(E), Amm-III, CPP & T/s**

**PROFORMA FOR BANK GUARANTEE**

(To be used by approved schedule Bank)

In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at Namrup (Assam) and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt ..... (herein after called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated .....(made between.....and ..... for (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. ....

(Rupees.....only)

we.....Bank (hereinafter referred to as "the Bank" do hereby undertake to pay the BVFCL an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.

We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement have been realized or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.

We..... Bank; lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day of ..... 201

For ..... Bank.



**BVFC LTD, NAMRUP**  
**SPECIAL TERMS & CONDITIONS**  
**OF**  
**NOTICE INVITING TENDER**

**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 the work and date of opening and address 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 reach concerned office well in specific 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 SPECIAL TERMS & CONDITIONS**

- 2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and understand the clauses of G.D.C.C. before filing up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender if required.
- 2.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer – in – charge / site in charge.

**3.00 EARNEST MONEY**

- 3.01 The tenderer shall deposit the Earnest money in favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C. enclosed herewith. The tender (s) without earnest money shall be rejected.

**4.00 CONTRACT LABOUR ACTS ETC.**

- 4.1 The tenderer must be a 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.
- 4.2 The tenderer shall abide by all the provisions of Contract Labour (Regulation and Abolition) act.1970) Minimum Wages Act. 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 right 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.
- 4.3 The contractor has to maintain a Register of his labourers with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) act.1970.

4.4 The contractor shall make the payments of wages regularly to the labourers engaged by him in presence of a authorized representative appointed by BVFC Ltd. as per contract Labour Act.1970 and the minimum wages should be paid according to the circulars / directives issued by Central / State Govt. from time to time.

#### **5.00 COMPENSATION**

5.01 The contractor shall have to make an ex-gratia payment of Rs. 1000/- (Rupees one thousand) 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 BVFC Ltd. Immediately and will be recovered from the bills of contractor.

#### **6.00 TOOLS & ACCOMODATION**

6.1 Accommodation & fooding in BVFCL Guest House at Namrup, subject to availability, will be provided, by BVFCL for the representative being deputed for collection of oil samples free of cost, Tools tackles etc. for his staff will not be provided by BVFCL.

#### **7.00 SAFETY MEASURES**

7.1 The contractor have to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory.

7.2 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.

7.3 The contractor has to obtain safety permit from competent authority fro working in hazardous conditions and all safety rules should be followed strictly.

#### **8.00 MEDICAL FACILITIES**

8.1 No medical facilities will be provided free of cost except First Aid to the contractor's labourers.

#### **9.00 STANDARD MATERIALS TO BE USED**

9.1 All the materials to be used in the execution of 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.

9.2 Following material may be supplied by BVFC Ltd. On chargeable basis.

MATERIAL	QUANTITY	RATE (Rs.)
1		
2		
3		

#### **10.00 FORCE MAJURE**

10.1 Neither contractor nor corporation shall be considered in default in performance of its obligation 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.

10.2 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decide the future course of action regarding the continuance of work as per contract.

Contd.....3

## **11.00 ARBITRATION**

- 11.1 Except where otherwise provided for in the contract all question and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract designs, drawings, specifications estimates, instructions orders of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director / General Manager / Chief Engineer of Brahmaputra Valley Fertilizer Corporation Limited and if the Managing Director / General Manager / Chief Engineer is unable or unwilling to act, to the sole arbitration of some other person appointed by the Managing Director / General Manager / Chief Engineer willing to act as such arbitrator. There will be no objection of the arbitrator so appointed is an employee of BVFC Ltd Namrup and he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act any reason, such Managing Director / Chief Engineer / General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance white in terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Managing Director / General Manager / Chief Engineer as aforesaid to arbitration, at all cases where the amount of the claim in dispute is Rs. (50,000/- Rupees fifty thousand) and above the arbitrator shall give reasons for the award.
- 11.2 Subject to aforesaid provision of the arbitrator Act 1950 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply arbitrator processing under this clause.
- 11.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.4 The arbitration (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 11.5 The work under the contract shall, if reasonably possible to continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 11.6 The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 11.7 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.8 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 11.9 The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

## **12.00 LAW GOVERNING THE CONTRACT**

- 12.1 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 / OR ENCLOSED SHEET**

**14.00        DECLARATION OF TENDERER**

**14.1        I / We declare that I / we have read the above instructions / special terms and  
conditions etc. and well understood and are in agreement with the above.**

**Signature of the Tenderer**