



ब्रह्मपुत्र वैली फर्टिलाइजर कॉरपोरेशन लिमिटेड
Brahmaputra Valley Fertilizer
Corporation Limited

(A Government of India Undertaking)
नामरूप/NAMRUP

Ref: Ref.: CMW/MS/21/Cont-93/3111

1.0 मशीन के काम/MACHINE DETAILS

Name of machine : High Speed precision lathe
Make : M/s Hindustan Machine Tools
Model : NH 26

2.0 काम की गुंजाइश/SCOPE OF WORK

Scope of work shall include, but shall not be limited to the following:

1. Dismantling of guard cover.
2. Dismantling of brake system.
3. Complete dismantling of feed gear box.
4. Disconnecting of feed rod for feed gear box.
5. Disconnecting of lead screw system for feed gear box
6. Dismantling of operating lever system
7. Dismantling of top cover of feed gear box
8. Cleaning and checking of gear box
9. Identifying defective areas
10. Checking shifting lever, change if required
11. Checking bearings, change if required
12. Checking bushes, change if required
13. Checking gears, change if required
14. Checking lubricating system, change if required
15. Changing of disc brake
16. Changing of Hydraulic automatic brake system
17. Checking hydraulic pipe line, change if required
18. Installation of hydraulic automatic brake unit
19. Facilitate in availability of unforeseen spares during execution of work.
20. Fitting and trial run.

3.0 अनुबंधित का दायरा /CONTRACTOR'S SCOPE:

- 3.1 Arranging required category of manpower i.e. skilled technician, helper etc.
- 3.2 All tools and tackles required for safe execution of the job.
- 3.3 All PPE & safety gadgets for the working personnel.
- 3.4 Any other activities, not included above required for successful completion of the job shall be in the party's scope.

4.0 बी.वी.एफ.सी.एल का दायरा/BVFCL SCOPE:

- 4.1 Air, Water and electricity will be provided free of cost.
- 4.2 Any spares required not mentioned in this NIT/Tender document.
- 4.3 Food, lodging and local conveyance will be under BVFCL scope.
- 4.4 Additional spares, if required will be under BVFCL scope.

5.0 समापन समय/COMPLETION PERIOD:- 12 DAYS



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6.0 सामान्य नियम और शर्तें: /GENERAL TERMS & CONDITIONS:

- 6.1 Interested Bidder, 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 Bidder 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.
- 6.2 The following tenders will be liable to be summarily rejected:
- 6.2.1 Tenders submitted by Bidder(s) who resort to canvassing.
- 6.2.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
- 6.2.3 Tenders received late / delayed.
- 6.3 If the Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.
- 6.4 The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the jobs working round the clock as per BVFCL's requirement to be decided by the Engineer-In-Charge and the Contractor should take this aspect into consideration while formulating his rates to be quoted.
- 6.5 संविदा की वैधता/**VALIDITY OF CONTRACT:** Validity of the contract shall be for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.
- 6.6 मूल्य में वृद्धि/ **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
- 6.7 सुरक्षा जमा/ कर्म-कौशल जमानता/ **SECURITY DEPOSIT-CUM /WORKMANSHIP GUARANTEE:** For due and faithful execution and performance of the contract the contractor shall provide the Owner with financial guarantee in the form of a Bank Guarantee, issued by any Nationalized Bank, for sum equivalent to 3% of the total contract value within a period of 30 days of placement of work order. The Bank Guarantee so executed shall be valid till the expiry of defect liability period with provision of claim period of up to 06 months. **No interest shall be paid on E.M.D. and S.D.**
- 6.8 देयता की अवधि/ **PERIOD OF LIABILITY:**
The Bidder shall stand guarantee for the work done for trouble free operation for a period of 6 months from the date of commissioning. Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall, upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. The workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 06 (six) months of the balance period as stated above, whichever is later.



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7.0 भुगतान की शर्तें/ TERMS OF PAYMENT:

- 7.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply. **However, 100% payment is subject to fulfillment of Security Deposit-Cum- /Workmanship Guarantee as in noting at clause no 9.7 of General Terms & Conditions.** In case the party does not submit Security Deposit-Cum- Performance/Workmanship Guarantee as stated above, 97% value of the completed work will be released. The balance 3 % shall be retained as Security Deposit which will be released after successful completion of the guarantee period.
- 7.2 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days. Payment will be released within 30 days of receipt of the rectified bill/clarification.
- 7.3 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.
- 7.4 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 7.5 Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 2.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.
- 7.6 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.

8.0 अप्रत्याशित घटना/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.

9.0 सुलह तथा विवाचन/ CONCILIATION & ARBITRATION:

- 9.1 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'.
- 9.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 9.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

The contract shall be **governed by and construed in accordance with the Laws of India** and provisions of various Labour Laws like Factories Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Maternity Act 1961, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Provident Funds & Misc. Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and any other Law / Legislation which may be applicable from time to time (The above Acts are only illustrative and not exhaustive).



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10.0 अधिकार-क्षेत्र/ 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.

11.0 BVFCL is committed to a corruption free environment." All the works contract, 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 responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, Assam. (Email: vigilance@bvfc.co.in).

एम.पी.सिन्हा/M.P.Sinha

उप महा प्रबंधक(अनुरक्षण)/Dy.G.M (MAINT)



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(PRICE BID)

Ref: Ref.: CMW/MS/21/Cont-93/3111

SCHEDULE OF WORK, QUANTITY & RATE (S)

Sr. No.	Description	Quantity	Amount (Rs.)
1)	Service charges for repair of one number Lathe Machine (as per scope of work)	LS	
2)	Supply of Hydraulic automatic brake unit	01 nos	
3)	Provision for additional spares required, if any after dismantling		
4)		GST @ 18%	
5)		Sub-Total	

In words:

Rupees (.....)

Notes:

1. The Rates quoted online should be inclusive of all Taxes, Duties, Royalties, P & F charges and other Statutory Levies to be payable except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
2. Fooding, lodging and local conveyance will be under BVFCL scope.
3. To and fro travelling charges (2nd class rail) for from Party headquarters to Namrup and back will be reimbursed on production of documentary evidence.
4. TDS shall be applicable as per Income Tax Rules.
5. The Bid shall be evaluated on the overall lowest cost only.

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:



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ANNEXURE-II
(Part of Contract)

BID SECURITY DECLARATION

Ref. No: CMW/MS/21/Cont-93/3111

Date:

To

Deputy General Manager (Maint)
BVFCL, Namrup

Sub.:

Dear Sir,

I.....Son/Daughter of

Shri.....Proprietor/Partner/CEO/MD/Director/

Authorised signatory of M/s am

competent to sign this declaration and accepting "BID SECURITY DECLARATION" in lieu of bid security.

I/we are well aware of the fact that withdrawing or modifying our bids during the period of validity etc. would lead to suspension of our tender for the time specified in the tender documents as per office memorandum Ref no. F.9/4/2020-PPD dtd. 12th Nov. 2020 of Rule 170 of General Financial Rules (GFRs) 2017 under Ministry of Finance.

I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my/our acceptance for the same.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder/Authorized Person with SEAL)

Address :

.....

.....

Place.....



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ANNEXURE-III
(Part of Contract)

DECLARATION FORM

Ref. No: CMW/MS/21/Cont-93/3111

Date:

To

Deputy General Manager (Maint)
BVFCL, Namrup

Sub.: `

Dear Sir,

I/ We have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job as per attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. BVFCL and hereby bind myself/ ourselves to complete the work schedules and progress of work.

I/We hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

In case of acceptance of the tender by Brahmaputra Valley Fertilizer Corporation Limited, Namrup, I/ we bind myself/ ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which we shall have no objection to the forfeiture of the Earnest Money lodged with BVFCL, Namrup.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder with SEAL)

Address :

.....

.....

Place :

Date :



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NNEXURE-IV

(Part of Contract)

Ref. No: CMW/MS/21/Cont-93

DECLARATION FORM

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof		P.F. Reg. No.	
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof		PAN No.	
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof		G.S.T. Reg. No.	
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Contractor/ Bidder with SEAL)

Address : -----

Place :

Date :