# BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP Dept/Sect: MECHANICAL/CMW

### **TENDER DOCUMENT**

Tender No. Last Date of Submission Name of Work	<ul> <li>: CMW/MP/20/cont-74/2093</li> <li>: 12.03.2021 Upto 3-00 PM.</li> <li>: Hiring of one number of 100 Ton Crane Operator (Skilled) for 06 (Six) Months in CMW.</li> </ul>
(Name & address of the party)	
No. of tender documents issued	d Signature of issuing officer Deptt. Mechanical
To be filled in by the Tenderer	<u> </u>
memorandum within the time respect in accordance with the conditions, "THE GENERAL in accordance with such condit MEMORANDUM  1. General Description of the volume of the volume of the work of the wo	tecution for the BVFCL Namrup of the work scheduled in under written specified in such memorandum and at the rates specified therein and in all e specifications, designs, drawings and instructions referred to in the NIT DIRECTIONS AND CONDITIONS" of contract and in all other respects ions and special conditions so far as applicable.  Work: Hiring of one number of 100 Ton Crane Operator (Skilled) for 06 (Six) Months in CMW.  : Not applicable as per the central government notification No. F/9/4/2020 – P.P D. dated 12/11/20, tenderer have to submit BID security declaration in lieu of EMD as per Annexure –A : 156 MANDAYS.  Excepted, I/We hereby agree to abide by and fulfill all the terms & tained in NIT, GDCC and the special terms & conditions which have been as so far as applicable or in default thereof to forfeit and pay to the or assignees, the sum of money mentioned in the said conditions.  The specified in such memorandum and at the rates specified therein and in all other respects to a specified ther
(Fin) in favour of BVFCL, NA to the BVFCL, Namrup or the of the said Corporation or their	MRUP as earnest money, the full value of which to be absolutely forfeited our successor or assignees without prejudice to any other rights or remedies successor or assignees should I/we fail to commence the work specified to
the above memorandum.  Enclosures:	
<ul> <li>a. Earnest mone F/9/4/2020 - I lieu of EMD a</li> <li>b. Detailed schede.</li> <li>c. Reference of s</li> </ul>	y deposit Not applicable as per the central government notification No. P.P.D. dated 12/11/20 tenderer have to submit BID security declaration in as per Annexure –A lule of work duly filled in and signed at Annexure-I. imilar works performed earlier (Annexure-)
d. GDCC duly re	ad and signed on every page.
	Signature of Tenderer
Dated:	Address:
Witness: (1)	Signature & address of witness

NIT No: CMW/MP/20/cont-74/2093

# BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP (CENTRAL MECHANICAL WORKSHOP)

#### **TENDER DOCUMENT**

#### 1.0 SCOPE OF WORK

- 1.01 Operation of 100 Ton Crane, Operation & Maintenance of EM Equipments, etc.
- 2.00 BVFCL'S RESPONSIBILITY:
- 2.01 BVFCL shall provide required tools, consumables & spares for execution of the jobs assigned.

#### 3.00 PAYMENT TERMS

- 3.01 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.
- 3.02 Income tax at the prevailing rate shall be deducted from the bill.
- 3.03 GST at the applicable rate shall be paid to you on production of certificate of having valid registration with the appropriate Excise authority.
- 3.04 Security Deposit shall be deducted on pro- rata basis so as to cover the entire security deposit amount of 3% of the contract value which shall be returned after successful completion of the contract period

#### 4.00 COMPLETION TIME:

4.01 Time of completion of the job shall be minimum Six month involving 156 mandays from the date of deployment of the Supply of one no. of Crane Operator through contract and the same can subsequently be renewed/ extended on such terms & conditions, as applicable, at the discretion of BVFCL Management on another term I,e three months.

#### 5.00 OTHER TERMS & CONDITIONS:

- 5.01 All other terms & conditions of BVFCL's GDCC shall be applicable to this contract.
- 5.02 Any injury/accident to the persons deployed, shall be taken care by the contractor at cost and risk and they shall comply with all safety rules and health regulations.
- 5.03 The contractor shall abide by all the provisions of the contract (Regulation & Abolition) Act 1970 and other industrial acts prevailing at the time of the job.
- 5.04 The contractor shall hereto make an ex-gratia payment of Rs.1,000/- (Rupees One Thousand) only to the dependent of persons employed in the event of his death occurring while on duty. This payment will be made by BVFCL immediately and shall be recovered from the contractor's bill.

#### 6.00 <u>JURISDICTION</u>

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.

#### 7.00 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/ Director (Production), 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.

- 8.00 BVFCL is committed to corruption free work environment. All the above 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, Dist. Dibrugarh, Assam, PIN 786623 (Tel no: 0374-2507092/0374-2507167).
- 9.00 INSPECTION: The work shall be subject to inspection by BVFCL's Engineer-in-charge. He shall have the full right to reject all or any portion of the work that might be considered to the defective or inferior in quality/ workmanship.

(V K MAL) P.E (Mech), CMW **NIT No:** CMW/MP/20/cont-74/2093

## $\underline{\underline{Name\ of\ Work:}}_{Months\ in\ CMW.} \underline{Hiring\ of\ one\ number\ of\ 100\ Ton\ Crane\ Operator\ (\ Skilled)\ for\ 06\ (Six)$

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

Sl. No.	Description of work	<b>Quantity</b>	Rate (Rs.)	Amount (Rs.)
1.	Hiring of one number of 100 Ton Crane Operator (Skilled) for 06 (Six) Months in CMW.	156 Mandays		
		(E	A) TOTAL AMOUNT B) CONT. PROFIT C) GST@ 18% (A + I	Rs
		Total Amount w	rith Cont. Profit & GS	ST Rs.

Amount in words (Rupees	) with GST.
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.

## **Bid Security Declaration Form**

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1	)

THE PLANT ENGINEER (Mech), BVFCL, Namrup.

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

b) having been notified of the acceptance of our Bid by the you during the period of bid validity fail or refuse to execute the contract.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

i) The receipt of your notification of the name of the successful Bidder;

or

ii) Thirty days after the expiration of the validity of my/our Bid.

Thanking you.	Yours faithfully,
	For M/s
	(Signature of Contractor/ Tenderer with SEAL)