BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

(A Govt. of India Undertaking)

P.O.: Parbatpur (786 623) Dist. Dibrugarh, Assam

Date: 09-10-2021

ELECTRICAL DEPARTMENT NOTICE INVITING TENDER

Tender Notice No. Nam/Elect./U & B-III/NIT-03/2021/1615

Subject: Enquiry requesting Quotation.

CIN- "U24123AS2002GOI006786"

SL	Name of work	Earnest	Completion	Tender Paper cost
No		Money (Rs.)	Time	(Rs.)
1.	"Servicing, installation & fitting of 3 sets of copper contacts (make break contact) of 01 No. 11 KV Load Break Switches (LBS) of Bagging-III along-with supply of 3 sets 400A, 11000V finger contact with copper base plate for oil imerge." Estimated cost –Rs. 1,09,150.00 /- (including GST)	2730.00	90 days	118.00 (including 18% GST)

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 2). 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. 2730.00 (Rupees Two thousand seven hundred thirty) only in the form of Demand Draft towards EMD and Rs. 118.00 (Rupees One hundred eighteen) 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 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.

2) Last Date of receipt of Quotation 01-11-2021 up to 3.00 pm

3) Validity of offer **120 days**

4) Scheduled date of opening of techno-Commercial Bid 01-11-2021 at 3:30pm.

- 5) For the subject job, we request you to tender your quotation in **single bid system** along with the following documents:
- 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 7 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 each 40% of the estimated cost.

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

- iii) One similar completed works costing not less than the amount equal to 80 % of the estimated cost.
- c) 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.
- d) Deviations, if any, to our terms & conditions (to be submitted on letter head of the contractor duly signed on each page).
- e) 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 certificate 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.

Exemption from EMD and Tender Paper Cost:

MSE bidders must submit valid registration certificate from any of the following (or any other body specified by Ministry of MSME) for seeking exemption from submission of EMD and Tender paper cost:

i) National Small Scale Industries Corporation (NSIC)

- ii) District Industries Centers (DIC)
- iii) Coir Board
- iv) Khadi & Village Industries Commission (KVIC)
- v) Khadi & Village Industries Board (KVIB)
- vi) Directorate of Handicrafts & Handloom

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/Departments may ask bidders to sign 'Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manuals for Procurement of Consultancy & other Services 2017.

6) Tender papers {NIT, schedule of quantities, Special Terms and Conditions (Annexure II & Annexure IV),GDCC and format for EMD and Tender fees} are to be downloaded from the web- site www.bvfcl.com & www.eprocure.gov.in and duly signed in each page. The Challan receipt against Tender paper cost, EMD shall be put in one sealed envelope subscribed. 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. 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. The DD / Bankers cheque against Tender paper cost and EMD shall be put in one envelope super scribed.

7) The price Bid shall contain:

Detailed break-up of price as per the format in Annexure- A showing applicable GST element clearly along with terms and conditions shall be furnished. The Price Bid shall contain the signature of the bidder with address, seal and date.

The Challan receipt against EMD and Tender paper cost shall be put in one sealed envelope subscribed . The bid shall be put in another sealed envelope subscribed and both envelopes will be put in a third envelope properly subscribed. ENVELOPES super scribing the name of the Bid on the top of the envelope.

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

Uttam Khan Dy.CE (E)

Copy to: DGM (MM & Elect.) Ex.DGM (Maint.) Ex.CE(E) A.C.E (Elect)

DFM: For kind information pls. **Sr.VO:** For kind information pls.

Annexure –A Schedule of quantities

Name of the work: "Servicing, installation & fitting of 3 sets of copper contacts (make break contact) of 01 No. 11 KV Load Break Switches (LBS) of Bagging-III along-with supply of 3 sets 400A, 11000V finger contact with copper base plate for oil imerge."

NIT No.: Nam/Elect./U & B-III/NIT-03/ 2021/ 1615 Date: 09-10-2021 FORMAT FOR PRICE BID

SL	Job description	Job description Qty Rate(Rs.)		Rate(Rs.)	Amount
No			In Figure	In words	(Rs.)
1.	Supply of 400A, 11000V Contact Finger with Base Copper for OIL Immerge.	3 Set			
2.	Servicing (Complete Oil replacement), installation and fitting of Copper contact (Make break contact) at site. This job involves fitting as per existing measurement, installation and Testing mainly Insulation resistance test, Contact resistance test, and High voltage Test at site and also inline Commissioning. New Tested Transformer Oil shall be supplied by BVFCL	1 job			
4.	Sub Total				
5.	GST @ 18%				
6.	. Grand Total				

Place.....

Annexure -I

SCOPE OF WORK

Your scope of work:

- 1. Supply of 400A, 11000V Contact Finger with Base Copper for OIL Immerge.
- 2. Servicing (Complete Oil replacement).
- 3. Installation and fitting of Copper contact (Make break contact) at site. This job involves fitting as per existing measurement .
- 4. Installation and Testing mainly Insulation resistance test, Contact resistance test, and High voltage Test at site and also inline Commissioning.
- 5. New Tested Transformer Oil shall be supplied by BVFCL.

Uttam Khan Dy.CE (E)

B.V.F.C.L'S OBLIGATIONS

- i) BVFCL Guest house Lodging and Fooding Facility for the Service Provider shall be provided on chargeable basis.
- ii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- iii) Safety work Permit for carrying out job shall be made available.
- iv) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.
- v) BVFCL shall arrange to & fro transportation and transit insurance of the damaged PTs, Bushings and Insulators. However, careful handling at the party's works shall be tenderer's responsibility.
- vi) During guarantee period if any materials/equipments required to shift in to the party's works prior to any post repair, then to and fro charges from BVFCL, Namrup to party's works and vice versa will be in the scope of the party.
- vii) The equipments after complete repairing shall be guaranteed for satisfactory performance for a period of one year from the date of successful commissioning of the repaired equipments.

Uttam Khan Dy.CE (E)

Annexure-II ELECTRICAL DEPARTMENT. TENDER FORM

S1. No. :			Date of Issue:
Tender No.			Dated:
Last date of submission:	at	P.M.	
Name of Work :			
Issued to (name and address of the pa	rty):		
No. of Tender document issued:			Signature of issuing Officer
 I/ We hereby tender for the execution the time specified in such memoral instruction referred to in the NIT. 1. General description of the w 2. Earnest Money:	mdum and at the ME ork: [30.00] e total value of th 90/03] ed, I/we hereby aged the special conductions. In the finance markited to the BVFC the said corporations.	amrup of the vertical errates specifications which pay to the Corumbas mager in favour of their summer or their summer specification or their summer and the corumbas mager in favour or their summer	work schedule in under written memorandum within ied therein and in all respect in accordance with M ing earnest money)
Enclosures: 1. Tender paper cost deposit Ch 2. Detailed schedule of work du 3. Special terms and conditioned 4. Reference to similar works p 5. Photocopy of the PAN /TAN 6. Photo copy fulfilling the cond 7. Declaration in the form of aff Firm /company participating 8. G.D.C.C duly read and signed Dated:	lly filled in and si d duly read and si performed earlier card in own nam ditions like GST. fidavit / declaration in this tender. d on every page.	gned (Annexigned (annexine. on that he /she	ure- IV)
Signature 1Address of Witness.		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 commissioning of the repaired equipments. The security deposit (3% of the work order value including GST) shall be retained by BVFCL, Namrup, till the guarantee period is over. Any post repair defect arising out for reasons to poor Workmanship shall be attended to and rectified by the contractor, free of cost. In this case if the damaged equipments are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the supply materials shall be borne by the contractor.

2.00 <u>COMPLETION TIME</u>

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **03** (**three**) **months** including Sundays and holidays, from the date of receipt of the damaged equipments at party's works. 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 Transportation & Insurance:

BVFCL shall arrange to & fro transportation along with transit insurance of the damaged PTs,Bushings and insulators. However, careful handling at the party's works shall be tenderer's responsibility.

3.00 PAYMENT TERMS

- 3.01 Payment shall be made after successful completion of the job against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below:
- i) <u>97 % of the contact value</u>: On successful commissioning of the PT's, after completion of entire scope of work.
- ii) <u>Balance 3 % of the contract Value</u>: Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 12 (twelve) months from the date of successful commissioning of the repaired equipments 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.

Bill will be released within 30 days after submission of Final Bill duly certified by the executing department. Any clarification from you on the bill submitted by you should be sought within 15 days; similarly you should be required to submit the clarification within that time .Any taxes if applicable shall be deducted from bill as per prevailing rates by the Finance department.

All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.

4.00 AGREEMENT

On acceptance of Work Order, the contractor shall enter into an agreement with BVFCL, Namrup, on Non-Judicial Stamp paper of Rs.100.00 or as per present value of stamp paper, as per standard format of M/s BFVCL. The stamp duty shall be borne by the contractor.

PROFORMA FOR BANK GUARANTEE (To be used by approved schedule Bank)

terms and conditions of the said Agreement of time to time or to postpone for any time or against said Contractor(s) and to forbear or Agreement and we shall not be relieved from granted to the said Contractor(s) or for any	or to extend time of performance by the said Contractor(s) from from time to time any of the powers exercised by the BVFCL enforce any of the terms and conditions relating to the said our liability by reason of any such variations or extension being forbearance, act or omission on the part of the BVFCL or any actor(s) or by any such matter or thing whatsoever, which under
terms and conditions of the said Agreement of	
	.Bank further agree with the BVFCL that BVFCL shall have the ting in any manner our obligations hereunder to vary any of the
remain in full force and effect during the Agreement and that it shall continue to be enf Agreement have been realised or BVFCL cerbeen fully and properly carried out by the said a demand or claim under this guarantee.	Bank further agree that the guarantee herein contained shall period that would be taken for the performance of the said orceable till all the dues of BVFCL under or by virtue of the said rtifies that the terms and conditions of the said Agreement have d Contractor(s) and accordingly discharges the guarantee. Unless antee is made on us in writing on or before the discharged from all liability under this guarantee thereafter.
under this guarantee without any demur, mere is due by way of loss or damage caused to obreach by the said Contractor(s) of any of treason of the Contractor(s) failure to perform be conclusive as regards the amount due and	Bank do hereby undertake to pay the amounts due and payable ely on demand from the BVFCL stating that the amount claimed or would be caused to or suffered by BVFCL by reason of any the terms & conditions contained in the said Agreement of by the said Agreement. Any such demand made on the Bank shall payable by the Bank under this guarantee. However, our liability mount not exceeding Rs.
BVFCL an amount not exceeding Rs	fter referred to as "the Bank" do hereby undertake to pay the against any loss or damage caused to or suffered or CL by reason of any breach by the Contractor(s) of any of the ement.
betweenand	only)
	(herein after called "the said contractor(s)" from the

BVFC LTD, NAMRUP 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 submitted in the respective office to reach the concerned office well in specific time.
- 1.04 The rates of items should be indicated in words as well as in figures clearly indicating inclusive or exclusive GST 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 to be understood 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.
- 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 AND TENDER PAPER COST

3.01 The tenderers should not deposit any earnest money. The tenderers shall deposit only the tender paper cost in mode of Challan receipt, 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 tender paper cost shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC.

- 4.01 The Tenderers 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.
- 4.02 The tenderer shall abide by all the provisions of Contract Labour (Regulation and Abolition act.1970) Minimum Wages Act. 1940, Factories Act. 1948, Industrial Dispute Act 1947, Payment of Wages Act.1936, Workmen's Compensation Act.1923 and their respective 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
- 4.03 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.

4.04 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

6.01 The contractor shall make his own arrangements for providing accommodation, tools tackles etc. for his staff. Such facilities will not be provided by BVFCL.

7.00 <u>SAFETY MEASURES</u>

- 7.01 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.
- 7.02 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.
- 7.03 The contractor has to obtain safety permit from competent authority for working in hazardous conditions and all safety rules should be followed strictly.

8.00 MEDICAL FACILITIES

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

9.00 FORCE MAJURE

- 9.01 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.
- 9.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majure 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.
- **10.00** <u>ARBITRATION</u> 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 the Arbitration in accordance with the ICADR Arbitration Rule, 1996. Under such case, Authority to appoint Arbitrator(s) shall be the 'International Center for Alternative Dispute Resolution'.
- 10.1 The Arbitration proceedings shall be governed by the Indian ICADR Arbitration Rules, 1996.
- 10.2 Both parties shall continue to fulfill their respective obligations under this CONTRACT during the arbitration proceedings.

Contd.....3

10.3 The venue of arbitration shall be Dibrugarh Court, Assam, India

11.00 LAW GOVERNING THE CONTRACT

11.1 The contract shall be governed by the Indian Laws for the time being in force.

$12.00 \ \underline{SPECIALCONDITIONS} \ RELATED \ TO \ THE \ WORK (AS MENTIONED BELOW \ AND / OR \underline{ENCLOSED \ SHEET.}$

13.00 <u>DECLARATION OF TENDERER</u>

13.01 $\,$ I / We declare that I / we have read the above instructions /terms and conditions etc. and well understood and are in agreement with the above.

Signature of the Tenderer

ANNEXURE-V

Date: 09/10/2021

Tender Notice No: Nam/Elect/U&B-III/NIT-03/2021/1615

Bid Security Declaration Form

To,	
The Dy.Chief Engineer (Elect.)	,
Urea-III Plant, BVFCL, Namr	up.

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

Thanking you.

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

Yours faithf	fully,		
For M/s.			
(Signature o	of Contr	ractor/ Tenderer with SEAL)	
Auuress	•		