

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

NAMRUP



Please reply to:

Dy. Chief Engineer(Civil)

BVFCL, Namrup

P.O. Parbatpur – 786 623

Dist. Dibrugarh (Assam), India.

CIN No: **U24123AS2002GOI006786**

NOTICE INVITING TENDER

- | | |
|------------------------------|-------------------------------------|
| 1. NIT NO | : CE/2019/SPC/07 |
| 2. DATE OF ISSUE | : 03.06.2019 |
| 3. TYPE OF BID | : Single Stage |
| 4. TENDER PAPER SALE DATE | : 03.06.2019 TO 17.06.2019 |
| 5. BID SUBMISSION | : 03.06.2019 to 17.06.2019 03.00 PM |
| 6. BID OPENING | : 17.06.2019 at 03.30 PM |
| 7. Validity of the quotation | : 180 days |

Sealed tenders are hereby invited **on item rate basis** from financially sound contractors of appropriate class of CPWD/MES/Railway/State Government / Central Government/ Public Sector undertaking having experience in construction / maintenance of similar nature of job as detailed below:

SL	Name of work	Earnest Money (Rs)	Duration of Contract	Tender paper cost
1.	Provision of fencing for garden at Bio fertilizer plant.	1300.00	20 Days	50.00

Pre Qualification criteria

- i) **Average Annual Financial turnover along with balance sheet during the last three years, ending 31st March 2018, should be at least Rs. 14800.00**
- ii) Experience of having successfully completed similar nature of works during last seven years and ending on 31.03.2019, should be either of the following:
 - a) Three completed similar nature Civil works (Govt./Semi Govt.) each costing not less than the amount equal to Rs. 19724.00
 - Or**
 - b) Two completed similar nature Civil works (Govt. /Semi Govt.) each costing not less than the amount equal to Rs. 24656.00
 - Or**
 - c) One completed similar nature Civil works (Govt. /Semi Govt.) costing not less than the amount equal to Rs. 39449.00

(Experience in similar works means any civil maintenance/construction in govt/semi govt sector)
- iii) Copy of valid PAN card in his own name/firm.
- iv) Copy of valid GST registration certificate in his own/firm name.
- v) Copy of Company profile along with copies of partnership deed & Power of attorney, Certificate of Proprietorship, as the case may be.
- vi) Any other documents as required in the invitation to bid.

SPECIAL NOTE TO THE BIDDERS:

- i. Fulfilling of the pre qualification criteria is mandatory. Therefore MSE/Start-up vendor relaxation clause will not be applicable.
2. However, relaxation for EMD and TPC shall be applicable if MSME/DICC is submitted.

Terms and Conditions

The bid will include / indicate the following.

1. The successful bidder shall mobilize their resources within 07 days after receipt of information from BVFCL, either over telephone or via email (from the date of issuance of work order).
2. Confirmation that the firm prices have been quoted.
3. Confirmation of the bid validity for 180 days from the bid opening date and the rates shall be valid for 12 (Twelve) months from the date of issue of order.
4. "The tenderers are required to submit Demand Draft / Bank pay challan (available on our website) in lieu of EMD and Tender Paper cost. IF the EMD/TPC is submitted in the form of DD, then it may please be drawn on SBI/UBI/UCO bank in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup. **Tenders without EMD and TPC will be summarily rejected.**
5. NIT is available on www.bvfcl.etenders.in. The interested parties may download the Tender documents.
6. BVFCL reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
7. The intended contractor (s) / firm must have their Bank Account with any core branch of State Bank of India or with UCO Bank.
8. The tenderers are required to submit legible documents. The department will verify all the qualifying information and on demand, the bidder will produce original documents for such verification. In the event of any information furnished are found false later on, his/her bid / agreement will be rejected / terminated and the bidder shall be disqualified for a period as decided by the organization.
9. Before submission of the tender, the intended parties are advised to go through the site condition, scope of work, special terms & conditions of contract.
10. The intended bidders must not been black-listed / debarred / de-listed/ or are put on Holiday by any Institutional agencies / Govt. Deptt. /PSU in last two years. The bidder must submit his / their confirmation in this respect along with the tender.
11. The bidder withdrawing their offer after submission, but within the validity period may be debarred for all future tenders of BVFCL.
12. License fees payable by the contractor workers who have been allotted with Corporation's quarters for residential use shall be deducted from the concerned Contractor's bills. In case of vacation of such quarters, the occupant/ Contractor shall require to intimate the date of vacation in the prescribed format available with the Administration Department.
13. The contractors have to abide by all the terms and conditions mentioned in GDCC in respect of carrying out the job, payments, settlement of disputes etc. The tenderer should carefully read and understand the clauses of GDCC before filling up the tender documents.
14. All works are to be done under the strict supervision of the contractor or his qualified supervisor(s) to the entire satisfaction of the Engineer in-charge or his authorized representative(s).
15. The clauses incorporated in the Special Terms & Conditions shall supersede such clauses appearing in GDCC also.
16. The declaration of the L1 bidder will based on the quoted amount including tax (cost to company).

17. **QUOTATION OF RATES**

The tenderer(s) must submit the quotation on item rate basis with respect to the provided estimated amount in the prescribed Performa inclusive of entire statutory obligations as per prevailing Govt. Acts / Rules / Notifications applicable for the contract. In case the tenderer will quote the rates in lump sum amount or other mean shall summarily be rejected

The item rates will remain firm during the pendency of contract and no escalation in item rates will be admissible.

Validity of quotation shall be 180 days from the date of opening of tenders and the rates shall be valid for 12 (Twelve) months from the date of issue of order.

18. The contractor should not engage labour(s) below the age of 18 years and the labourers permitted inside the factory premises under this contract should not be employed to any other job.
19. The contractor's labour should not be loitering at places not connected with his work and tamper with any equipment/ machineries etc. inside factory premises.
20. The vehicles brought inside the factory premises by the contractor including the tool/ tackles and equipment etc. with prior permission from concerned department in motor vehicles should be declared at the Gate and CISF will have all powers to check the vehicles when it is being taken in/ out of the gate. If contractor fails to declare the contents at the time of entrance, these will not be permitted to be taken out.
21. The contractor shall abide by all rules and regulations as framed by the company from time to time as applicable to his job.
22. The contractor shall make his own arrangements for providing tools & tackles etc. for his staff. Such facilities will not be provided by BVFCL.
23. The contractor should be required to make his own arrangement for the accommodations for his staff and BVFCL shall not be responsible for providing accommodations to them.
24. The contractor shall be required to make his own arrangements for opening a site-office/ go-down for day to day co-ordination with the concerned Officials at a specified place near his work place after obtaining due written/verbal permission of BVFCL and at the time of submission of final bill, the contractor must dismantle, remove and clean the allotted site for office & go-down(s) etc. Failure to which, the same shall be dismantled & cleaned at the risk & cost of the contractor.
25. The supervisor of the contracting firm shall ensure that his workers shall start work in the working areas on direction / clearance from representatives of BVFCL. The contractor's supervisor shall ensure strict compliance with the instructions received from BVFCL.
26. The contractor must clearly understand that he is bound by this contract rigidly and shall enforce all safety regulations of BVFCL and will ensure proper use by his workers of all the safety and personnel protective equipments. In case of any accident or fatal accident which in the opinion of BVFCL can be termed as serious violation of BVFCL safety rules and regulations and/or infringement of any enforceable statutory provision on the part of the contractor's labour and his supervisor, the same will be dealt by BVFCL in the manner laid down for serious violation of such terms. It would be open for BVFCL to terminate all further contracts with the contractor who has been violating this **safety clause three times during contract period.**
27. It will be the responsibility of the contractor or his supervisor to ensure prompt medical attention at BVFCL's FIRST AID post / main Hospital, in case of any of his employee gets injured on work. Every injury must be brought promptly to the notice of BVFCL official under whom the contractor is functioning and the contractor's supervisor will give all required details to him as to how the accident occurred. The contractor or his supervisor will fill and submit the required no. of forms immediately. The BVFCL administration has to report the dates of resumption of duty of the injured worker to relevant Government authorities and as such the contractor has to inform the DGM (MAINT) /

Engineer-In-charge / his authorized representative(s) the date of resumption of duty of injured worker.

28. Overtaking, rash and negligent driving inside the factory and driving vehicles without light and number plates/registration are strictly prohibited. Speed regulations and other driving rules inside the factory premises must be adhered to. The driver / cleaner of the contractor must not enter the factory under the influence of any drugs or alcoholic drinks.

29. PROCEDURE FOR PAYMENT

- i. Payment will be released on the basis of actual work carried out as per laid specification(s). No RA bill shall be accepted. Final bill to be submitted after successful completion of the work, which shall be released within 30 days after duly certified by Engineer-in-Charge from the date of submission.
 - a. Material consumption reports along with valid challans specifying the materials details in terms of quality, quantity and brand name etc. as required must be enclosed with the submitted final bill by the party for check & scrutiny.
 - b. The contractor must submit final bill after satisfactory completion of the work including removal of contractor's working site office & go downs constructed for the work etc.
- ii. **Interest free Security deposit (SD) at the rate of 10% of the value of work executed shall be recovered from running account bills unless party furnish a Bank Guarantee from a Scheduled Bank in lieu of that. Earnest Money shall be adjusted towards security deposit. The interest free retained SD shall be released after successful completion of defect liability period / and after the contractor submits the clearance regarding payment of applicable taxes & duties. Any sort of payable amount to BVFCL and or liability causes to BVFCL due to you shall be adjusted from your retained SD.**
- iii. 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.
- iv. 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.
- v. All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. IncomeTax however shall be deducted from bills.
- vi. 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.

30. DEFECT LIABILITY PERIOD (PERFORMANCE GUARANTEE PERIOD):

The defect liability period of work shall be 06 **Months** from the date of actual completion of work as per the issued completion certificate and the party shall, at his/their own cost & initiative, correct repair and / or rectify any/and all defect (s) and or imperfections in the work and / or in the work performed and / or materials, components or other items incorporated therein as shall be discovered during said defect liability period and in the event of the contractor failing to do so, BVFCL reserves right to get the same repaired at risk & cost of party PLUS 20% (Twenty Percent) departmental charges and the expenditure so incurred by BVFCL shall be adjusted towards the said Security Deposit and / or any other lying with BVFCL.

31. No payment shall be certified & forwarded to Finance department for release:

- (a) Against the incomplete works with respect to site condition / specification(s) laid down for the work / instructions issued by the concerned officials.
- (b) If the utilized materials arranged by the party is not of laid down specification / of approved quality.

- (c) If the work has not been executed as per the item of works / specification(s) laid down in the work order / contract, it will be the sole responsibility of the contractor to get the work rectified as per the specification of items at his risk & cost and no extra claim shall be entertained in this regard.
32. The contractor may be asked to submit daily progress report / status in detail in specified format regarding execution of jobs by the evening of that day or latest by next working day.
33. The contractor shall have no claim for any interest with respect to any delay in payment of RA / final bill or refund of security deposit in respect of amount, which may be in the hands of BVFCL owing to any dispute between BVFCL and the contractor. In case of claim for final bill after successful completion of work, the contractor must dismantle his working site office & go downs and failure to that BVFCL at liberty to dismantle the same and deduct the involved amount for dismantling plus 20% administrative charges against the demolishing operation.

34. PENALTIES / RECOVERIES

- a. In case, the assigned work shall not be completed within the stipulated time period, the work may be executed through other available contractor and the entire involved expenditure plus 10% as penalty shall be deducted from the original contractor.
- b. Three repeated failures in execution of work within stipulated time period may lead to cancellation of contract and also the contractor may be debarred from taking part in the contracts in future.
35. Compensation for non-commencement or delay in completion of the work: Time shall be regarded at the essence of the contract and the failure on the part of the contractor to complete the contract on the date stipulated in the tender and the work orders for completion of the respective work shall entitle BVFCL to recover damages from the contractor by way of mutually agreed damages a sum equivalent to one half of one percent (Subject to maximum of 10%) of the contract value of the work for each week or part of the week for which the contractor is in default.

36. OBLIGATIONS OF CONTRACTOR

- a. The party shall submit the schedule of planning of work for day to day monitoring and to complete the work within the stipulated time period.
- b. All the required materials of approved quality, equipments, scaffolding, winches, staging, safety gadgets and workmen shall be arranged by the successful party to complete the work within the stipulated time period. Before execution of work the party must obtain site clearance along with required safety permission from the authorized / deputed BVFCL's officer. Inspection of party's supplied materials must be done before use of the same by the authorized / deputed BVFCL's officer. However, responsibility of ensuing quality work shall be of the contractor. In case of any defect in execution on account of bad workmanship or due to bad quality of materials, the party shall be responsible for satisfactory rectification as per the direction of EIC.
- a. The contractor shall be fully responsible for the total contractual obligations and answerable to BVFCL authority for due and faithful execution of work. It shall be sole responsibility of contractor to engage sufficient workers for various jobs involved, supervise the work done by them, to take disciplinary action in case of any misconduct committed by them and remove / terminate their services. BVFCL shall not take any responsibility in regard to their terms & conditions of service while in the service of the contractor or thereafter. However, it shall be obligatory on the part of the contractor to abide by the provisions contained in contract labour(R&A) act and rules made there under and other statutory provisions in regard to employment and terms & conditions of service in respect of workmen employed by them.
- b. The service provider (Contractor) shall be responsible for deposition of Tax directly to concerned Tax authorities.

- c. Any damage or loss of property of BVFCL, on account of assigned job due to human negligence and or equipments failure or due to any cause observed at party's part, shall be rectified / repaired as per the satisfaction of BVFCL at own risk & cost of the party and no extra claim shall be entertained.
- d. All labours, materials, tools and tackles required are to be arranged by contractor.

37. OBLIGATION OF BVFCL

- A. Air, water & electricity shall be provided free of cost. However, necessary water pipes, electrical fittings & fixtures shall be arranged by the party.
- B. All materials are in the scope of contractor until mentioned in BOQ.

38. Rejection of Tender:-

In Addition to eligibility criteria and documents required mentioned above, the following may also be the reason for rejection of tender.

- a. If the quality of the works done by the contractor in the past was not found satisfactory.
 - b. If the contractor or his workers needs constant supervision for quality works.
 - c. If the contractor has sublet the work to others through power of attorney or allow other to work. Further if the firm/ contractor authorize other firm/contractor or any other person through POWER OF ATTORNEY or any means to participate tender.
 - d. If the contractor has the records of being blacklisted by any Govt. Department/Public Sector/Corporation etc.
 - e. Any other adverse remarks by the police authorities may also be the cause for its rejection.
 - f. If the contractor/firm has any pending legal case with BVFCL in any court.
39. Matters related to contractual disputes shall be dealt in accordance with ICADR (INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION) Arbitration Rules, 1996.
46. BVFCL is committed to a corruption free work environment. "All the above purchases, 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
47. For further details, please visit our website www.bvfcl.com & Govt. website www.eprocure.gov.in or contact, Contract Manager, Dy. Chief Engineer (Civil), BVFC Limited, PO: Parbatpur – 786623, Distt: Dibrugarh (Assam), PH No. – 0374/2507148, 2507129.

Yours faithfully,
For and on behalf of BVFCL Namrup



(M Islam)
Dy. Chief Engineer (Civil)

UNDERTAKING BY THE PARTY
(REF: – NIT NO.....)

I / we hereby confirm that:

1. Tender documents have been read, understood with all clarifications pertaining to various clauses provided therein. I / we are aware with the nature of jobs & site conditions and conditions/specifications laid down are fully acceptable to me/ us and are binding on me /us and there is no condition/deviation in my/ our quotation. All the documents submitted in respect of Essential Qualifying Requirements (EQR) should be self attested with legible stamps thereon. I / we agree that authenticity of the submitted documents is the responsibility of the tenderer.
2. Earnest Money deposit AND Tender Paper Cost enclosed with following details:
 - a) Journal Number/DD no. of EMD with date and amount: –
 - b) Journal Number/DD no. of TPC with date and amount: –
3. The rates quoted by me/us are based on the prevalent Govt. approved minimum wage applicable for such jobs and are workable & reasonable. I/we agree to pay minimum wages as per the statutory requirement of the Govt. of India. I also agree to follow all the rules as per Labour Act.
4. It is further confirmed that the single rate has been quoted against each item and I/ we will furnish breakup of the rate quoted (analysis of quoted item rates), if required.
5. As successful bidder, I / we do agree to depute a qualified site supervisor for this work without any additional / extra claim who will be available for execution of work.
6. I / we agree for cancellation of the contract, and debarment from further participation in this tender, in case any concealment of facts on my/ our part is detected at any stage award of the contract.
7. I / we agree to carry out the work as per the specifications laid down for the work and instructions to the full satisfaction of Engineer-in-Charge (EIC) or his authorized representative(s). **If jobs are not carried out as per specifications or the instruction, I shall not claim any payment for the job unless rectified as per the specification(s) or the instruction(s) of concerned official(s).**
8. I / we shall have no objection to the forfeiture of security deposit amount, in case I/ we fail to execute the contract faithfully during the execution period and also within the performance guarantee period of the contract and the contract is terminated as per contract conditions.
9. The bid(s) submitted by me / us will remain valid up to 180 days from the date of opening of Price bid of the tenders. After opening of Price bid, if I become lowest bidder and I / we intend to withdraw from contract procedure. BVFCL is at liberty to forfeit my Earnest Money and also I may be debarred from BVFCL contractual system in future.
10. I / we confirm that I / we have not been debarred /de-listed / black listed / put on Holiday list from any of Government / semi-Govt. / PSUs during last 02 years.
11. In case of placement/ award of work to me / us, I / we do agree that I / we shall not sublet the awarded work to any other party / agency through any power of attorney or other means. If subletted, BVFCL shall be at liberty to take action for termination of contract including forfeiting my / our Earnest Money and also I / we may be debarred from BVFCL contractual system in future.
12. I / we confirm that no claim of final bill and / or release of security deposit shall be submitted without valid & required "Forest Royalty Clearance Certificate" (FRCC) issued against the work from the concerned Govt. Authority.
13. My / our valid Permanent Account No. is
- 15 My / our valid GST registration No. is
18. My contract number (a) Ph. No.....
(b) Mobile No.....

Date: Signature & Seal of Tenderer

Name:

Firm / Company

TO BE FILLED IN BY TENDERER

I/We hereby tender for execution, for BVFCL, Namrup, of the work scheduled in underwritten memorandum within the time specified in such memorandum and the rates specified therein and in all respect in accordance with the specifications, and instruction referred to in the NIT conditions, the GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT and In all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

1. Name of work :
2. Earnest Money :
3. Time allowed for the work :
4. Should this tender be accepted, I / we hereby agree to abide by and full fill all the terms & conditions contained in the NIT, GDCC and the special terms & 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 sum of money mentioned in the said conditions.
5. The sum of has been deposited vide.....datedat State Bank of India in favour of BVFCL as earnest the full value of which to be absolutely forfeited to 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.

Enclosures:

1. Tender Paper Cost/EMD receipt / Bank Draft / deposit at call receipt.

Signature of tenderer:

Name:

Address:

Signature of witnesses

Name & address of witness