

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
NAMRUP



Please reply to:

Assistant Chief Engineer(Civil)
BVFCL, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam),India.
CIN No: **U24123AS2002GOI006786**

NOTICE INVITING TENDER

- | | |
|------------------------------|--|
| 1. NIT NO | : 05-2016-2017 |
| 2. DATE OF ISSUE | : 22-08-2016 |
| 3. TYPE OF BID | : Single- Stage |
| 4. TENDER PAPER SALE DATE | : 22-08-2016 TO 12-09-2016 (working hrs) |
| 5. BID SUBMISSION | : 22-08-2016 to 13-09-2016 3:00 PM |
| 6. BID OPENING | : 13-09-2016 at 3:30 PM |
| 7. Validity of the quotation | : 90 days |

Sealed tenders are hereby invited **on overall %age 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:

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP INVITES SEALED BIDS IN SINGLE STAGE FOR THE FOLLOWING JOB:					
SL	Name of work	Estimated Cost (Rs)	Earnest Money (Rs)	Duration of Contract	Tender paper cost
1.	Providing and fixing tiles at DC office toilet and Granite tiles at Jawan mess kitchen.	22698.37 (Excluding all taxes)	570.00	15 days	100.00

"Tender papers can be obtained from the office of CIVIL ENGINEERING DEPARTMENT on payment of Tender paper cost through Demand Draft or Bank Challan in favour of BVFCL, Namrup payable at SBI/UCO/UBI or any other nationalized bank.

Bank Challan can be downloaded from <http://bvfc.com/Uploads/File/downloads/format-tender-fees.pdf>

Pre Qualification criteria

- i) **Average Annual Financial turnover along with balance sheet during the last three years, ending 31st March 2015, should be at least 30 % of the estimated cost.**
- ii) Experience of having successfully completed similar nature of works during last seven years and ending on 31st July '2016', should be either of the following:
 - a) Three Civil works (Govt./Semi Govt.) of similar nature completed works costing not less than the amount equal to 40 % of the estimated cost.

Or

- b) Two Civil works (Govt. /Semi Govt.) of similar nature completed works costing not less than the amount equal to 50 % of the estimated cost.

Or

- c) One Civil works (Govt. /Semi Govt.) of similar nature of completed work costing not less than the amount equal to 80 % of the estimated cost.

(Experience in similar works means any civil maintenance works in govt. /semi govt. sector)

- iii) Copy of valid PAN card in his own name/firm.
- iv) Copy of valid VAT registration certificate in his own/firm name.
- v) Copy of valid Service Tax registration certificate in his own/firm.
- vi) Copies supporting the pre qualification criteria.
- vii) Any other documents as required in the invitation to bid.

Terms and Conditions

The bid will include / indicate the following.

1. Confirmation that the firm prices have been quoted.
2. Confirmation of the bid validity for 90 days from the bid opening date.
3. "The tenderers are required to submit Demand Draft / Bank pay challan (available on our website) in lieu of EMD. IF the EMD 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 will be summarily rejected.**
4. NIT is also available on BVFCL Website www.bvfcl.com & Govt. website www.eprocure.gov.in. The interested parties may download the Tender documents and parties are advised to enclose a separate Demand Draft / Pay order as Tender Paper cost as mentioned above payable to BVFCL, Namrup at State Bank of India / United Commercial Bank, Namrup. **Tenders without tender paper cost will be summarily rejected.**
5. The successful party may be asked to submit valid labour license issued from appropriate Govt. Authority within 15 days of issuance of work order failing which no bill shall be processed for release of payment.
6. BVFCL reserves the right 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, Namrup.
8. 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 objectionable 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, the provided estimated rates. The quotation must be submitted on overall (+/-) % age basis with respect to the estimated amount in the prescribed performa inclusive of entire statutory obligations as per prevailing Govt. Notifications applicable for the 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. Matters related to contractual disputes shall be dealt in accordance with ICADR, New Delhi (INTERNATIONAL CENTRE OF ALTERNATE DISPUTE RESOLUTION) Arbitration Rules, 1996.

12. The bidder withdrawing their offer after submission, but within the validity period may be debarred for all future tenders of BVFCL.
13. Bidders have the right to enquire the reasons for cancellation/ rejection in case the bids has rejected/cancelled.
14. 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.
15. 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.
16. 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).
17. The clauses incorporated in the Special Terms & Conditions shall supersede such clauses appearing in GDCC also.
18. 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.
19. The declaration of the L1 bidder will based on the quoted amount including tax (cost to company).

20. **DEFECT LIABILITY PERIOD (PERFORMANCE GUARANTEE PERIOD):**

The defect liability period of work shall be 06 (Six) 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.

21. **QUOTATION OF RATES**

The tenderer(s) must quote his / their overall (+/-) %age over the provided estimated amount in the prescribed Performa inclusive of entire statutory obligations as per prevailing Govt. Acts / Rules / Notifications applicable for the contract.

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 90 days from the date of opening of tenders.

20. 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.

21. 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.
22. 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.
23. The contractor shall abide by all rules and regulations as framed by the company from time to time as applicable to his job.
24. The contractor shall make his own arrangements for providing tools & tackles etc. for his staff. Such facilities will not be provided by BVFCL.
25. 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.
26. 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 inside the factory premises near his work place after obtaining due written 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.
27. 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.
28. 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**.
29. 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 CE (MECH, MH & CIVIL) / Engineer-In- charge / his authorized representative(s) the date of resumption of duty of injured worker.
30. 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.
31. **PROCEDURE FOR PAYMENT**

31.1 Payment will be released on the basis of actual work carried out on monthly / periodical basis as per laid specification(s).

The contractor shall prepare the bill in triplicate on monthly / periodical basis supported by joint measurements of executed items (complete in all respect) specifying the activities of the schedule of rates duly signed by the contractor or his authorized representative(s) and checked / countersigned by the authorized representative of CE (MECH, MH & CIVIL) or Engineer-In- Charge. Then, the contractor shall submit the RA bill(s) / final bill(s) in specified performa following procedure laid down for the work to concerned Site Engineer / Engineer-In-Charge who after due verification of the bill will pass it on to Company's Finance & Account Department through CE (MECH, MH & CIVIL) for release of payment. All formalities relating deduction of security deposit & Income Tax, recovery of materials issued from BVFCL store(s) and other penalties / outstanding as applicable will be made before releasing the payment to the contractor. In addition, any Tax & duty leviable to the contractor on account of Govt. notifications will be deducted from the bills and deposited to Government.

31.2 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 each RA / final bill by the party for check & scrutiny.

31.3 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.

32. 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.

33. 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.

34. The contractor shall have no claim for any interest with respect to any delay in payment of monthly / 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.

35. 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.

- c. Compensation for non-commencement or delay in completion of the work shall be applicable as per the clause no. 21 of GDCC.

36. OBLIGATIONS OF CONTRACTOR

- a. Required workforce, tools & tackles, for successful execution of the job, should be available at site / go-down so that in no case progress of work should hamper.
- b. 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.
- c. **The service provider (Contractor) shall be responsible for deposition of Service Tax directly to concerned Tax authorities.**
- d. The contractor shall ensure that disbursement of wages to his workmen is made in presence of Principal employer's authorized representative who will certify at the end of the entries in register of wages or in the register of wages cum muster roll. In case of failure on the part of the contractor to make payment of wages to his workmen, BVFCL will make the payment of wages in full or the unpaid balance due to his labourers, and will recover the amount so paid, from the contractor.
- e. 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.
- f. The party must ensure the use of proper quality / approved material before use.

37. OBLIGATION OF BVFCL

- i. Bitumen/cement/TMT bars shall be issued on free of charge basis from BVFCL store to successful party, whichever is required.
- ii. Water charge @ 1% shall not be applicable against the jobs.

39. 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.

"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. (Tel no: 0374-2507092 / 0374-2507167)"

Yours faithfully,
For and on behalf of BVFCL Namrup



(M Islam)
Assistant 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 enclosed with following details:

Journal No. /DD No

Date:

Drawn on:

For Rs.

In favour of:

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.
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. I / we or my / our shall submit the required valid labour license within 15 days of issuance of work order failing which I shall not claim for release of payment against the executed jobs.
10. The bid(s) submitted by me / us will remain valid up to 90 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.
11. 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.
12. 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.
13. 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.
14. My / our valid Permanent Account No. is
15. My / our valid Service Tax registration No. is

16. My / our allotted valid labour license No. is

17. My / our valid VAT registration No. is

18. My contract number (a) Ph. No.....

(b) Mobile No.....

Date: Signature & Seal of Tenderer

Name:

Firm / Company

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP

Civil Engineering Department

Name of work:-Providing and fixing tiles at DC office toilet and Granite tiles at Jawan mess kitchen.**Schedule of quantities/Bill of quantities**

SI No	Description of item	Unit	Qty	Rate		Amount
				In fig.	In words	
1	Providing and fixing granite floor tiles of different sizes (Thickness to be specified by the manufacture) with water absorption's less than 0.08% and confirming to IS : 15622 of approved make in all colours and shades, laid down of 20 mm thick cement mortar 1:4 (1 cement : 4 River sand) including grouting the joints with white cement and matching pigment etc. complete. (Item No. 11.41.2, Page no.- 514, AOR - 2007, Vol-I).(Cement shall be supplied by BVFCL free of cost)	SQM	3.50	3323.09	Three Thousand Three Hundred Twenty Three Rupees and Nine Paise	11630.815
2	Providing and fixing ceramic glazed Floor tiles of size 300 x 300 mm (Thickness to be specified by the manufacture) of 1st quality confirming to IS : 15622 of approved make , in all colours such as white, ivory, grey, fume red, brown laid down of 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement and matching pigment etc. complete. (Item No. 11.37, Page no.- 514, AOR - 2007, Vol-I).(Cement shall be supplied by BVFCL free of cost)	SQM	5.00	766.17	Seven Hundred Sixty Six Rupees and Seventeen Paise	3830.85

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP

Civil Engineering Department

Name of work:-Providing and fixing tiles at DC office toilet and Granite tiles at Jawan mess kitchen.**Schedule of quantities/Bill of quantities**

SI No	Description of item	Unit	Qty	Rate		Amount
				In fig.	In words	
3	Providing and fixing 1st quality ceramic glazed wall tiles confirming to IS : 15622 (Thickness to be specified by the manufacture of approved make in all colours, shades, except burgundy, bottle green, black of any size as approved by EIC in skirting, riser of steps and dado over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and joining with grey cement slurry @ 3.3 Kg per sqm including pointing in white cement mixed with pigment of matching shade complete. (Item No. 11.36, Page no.- 514, AOR - 2007, Vol-I). (Cement shall be supplied by BVFCL free of cost)	SQM	10.00	723.67	Seven Hundred Twenty Three Rupees and Sixty Seven Paise	7236.7
Total						22698.365

(S.P. Changmai)
Asstt. Engineer(Civil)

SI No	Name of Work	Estimated Cost (Excluding Taxes)	Quoted %	Above / below/ At estimated cost
1	Providing and fixing tiles at DC office toilet and Granite tiles at Jawan mess kitchen.	22698.37		

Ideclare that my quoted rate over the total estimated cost is excluding the applicable tax for the work and is firm during pendency of contract. I have gone through the terms & conditions of contract and with full satisfaction, I am taking part in this NIT. It is further confirmed that none of the tenderers participated in this NIT is related to me or to my firm. It is also certified that the entire submitted document are genuine and valid.

Sign of contractor with seal and date

Address