



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED.

ब्रम्हपुत्र वेल्ली फर्टिलाइजर कॉर्पोरेशन लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN-786623

Phone: (0374) 2507077, 2507061/7079 FAX - +91 0374 2500 524/317

CIN No. U24123AS2002GOI006786

E-mail: info@bvfc.co.in

Ref No.: Nam/Elect./Uty-I & II-01/2021/357.

Date: - 25-02-2021

Sub: Notice Inviting Tender for “**Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station.**”

ONLINE TENDERS under two-bid system (Techno-Commercial bid and Price bid) are invited for the work as detailed below:

- 1) Name of Work : Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al Conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station.
- 2) Estimated amount : **Rs. 13, 00, 319.00 excluding Taxes + GST @ 18%= Rs 2,34,057.42**
Rs.15,34,376.00(say) including GST
- 3) Earnest Money Deposit : N/A as per central Govt. Notification No. F.9/4/2020-PPD Dtd.12th Nov2020.Tenderer have to submit Bid Security Declaration in- lieu- of Earnest Money Deposit.
- 4) Tender Paper Cost : **Rs. 590.00 (Rupees Five Hundred and Ninety) only including GST.**
Tenders received without TPC are likely to be rejected.
- 5) Time of Completion : **60 days** from the date of site clearance after issuance of Work Order.
- 6) Validity of the Tender : **120 days** from the Date of Opening of Tender.
- 7) Type of Bid : **Two Stage (Online) through service provider M/s. MSTC Ltd., Guwahati**
- 8) Date & Time for bid Opening : 15-30 Hrs. on 27-03-2021
- 9) All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in writing to the undersigned at least 10 (Ten) days prior to the closing date of the Tender or in person during office hours on any working day. **Tenderers must visit the site to understand the job thoroughly and submit the bid accordingly.**
- 10) The **rates** should be quoted on Rate/lump sum basis for the complete Scope of Work as per Proforma for ‘**Price Bid**’. The **rates** should be quoted only in the units given in the online enquiry. Price Strictly to be quoted on the Price Bid, if the price quoted in the Techno Commercial Bid, then the bid will not be considered.
- 11) BVFCL, Namrup reserves the right to reject any or all Tenders without assigning any reason whatsoever and it also does not bind itself to accept the Lowest Tender.
- 12) **Procedure for Submission of Tender:** For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit the online procurement portal https://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp (Vendor Login)

For any information regarding the submission process of the NIT, the following may please be contacted during office hours only.

Shri Shubhajit Roy

Email: sroy@mstcindia.co.in

Mob No: +91 7501524754

Address: M/s MSTC Ltd.

(A Govt. of India Enterprise)

BSNL Telephone Exchange Building, Bye Lane No.1

Beltola- Basistha Road, Wireless, Guwahati-781038, Assam

Phone No: 0361-2221199

- 13) **Interested bidders are required to deposit Non refundable Transaction fees of Rs.1000.00+180=1180.00 (Rupees One Thousand One Hundred Eighty) including GST@18% through NEFT/RTGS/IMPS in favour of MSTC Limited:**

A/C No: 201001334297

IFS Code: INDB0000038

IndusInd Bank Limited

Branch: Guwahati Branch

Address: G.S. Road, Bhangagarh, Kamrup District, Guwahati - 781005 Assam

- 14) The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. The bidders who are found qualified in the Techno-commercial bid will be invited for the opening of the price bids.
- 15) EMD and Tender Paper cost: **Tenderer have to submit Bid Security Declaration in- lieu- of Earnest Money Deposit as per central Govt. Notification No. F.9/4/2020-PPD Dtd.12th Nov2020. & Tender paper cost (non-refundable) shall be paid in the form of Demand Draft from SBI/UCO bank 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. Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT Bid Security Declaration AND TENDER PAPER COST WILL BE SUMMARILY REJECTED WITHOUT FURTHER REFERENCE. Scanned copies of Bid Security Declaration & Tender Paper Cost receipt(s) to be uploaded with Technical bid. The Bid Security Declaration AND Tender paper cost (original hard copies) must reach the office of the Addl.Chief Engineer/HOD (Electrical), B.V.F.C.L., Namrup within 10 days of online opening date of the Techno-Commercial bids.**

*** 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.

*** Bid Security/Earnest Money Deposit:**

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprise (MSEs) and the firms registered with concerned Ministries/Department 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.

- 16) The Tenderers should submit the following information/documents along with the Tenders:

- 16.1 Full particulars of their capability
- 16.2 Address of the OFFICE / WORKS
- 16.3 The tenderers should have up-to date renewed Electrical License of required grade applicable to HT cable laying up to 11000V or above and Electrical Supervisor's Certificate of Competency having class of certificate minimum 11000 V or above and submit along with the tender (party has to submit original for verification as and when required).
- 16.4 Work Order Copies of similar works carried out by the contractor (as per details given in "Eligibility Criterion" enclosed at Annexure -II) in any Govt./semi Govt. /big reputed private Power Sector, Fertilizer, Refinery & Petrochemical plant, along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during the last 7 (Seven) Years ending last day of month previous to the one in which applications are invited which should be either of the followings:
 - a) Three similar completed works costing not less than the amount each equal to 40% of the estimated cost.
 - Or
 - b) Two similar completed works costing not less than the amount each equal to 50% of the estimated cost.
 - Or
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 16.5 Performance feedback for the completed works submitted as above (at 16.4 above) from the respective customer(s) need to be submitted except in case of works completed at BVFCL.
- 16.6 The complete Address of the Organizations along with contact details (telephone/mobile number) of the concerned officer for which such works were/have been executed shall be furnished for obtaining information by BVFCL as and if required.
- 16.7 Average Annual Financial turnover during the last 3 years, ending 31st march, 2020 should be at least 30 % of the estimated cost.
- 16.8 An Affidavit on Non-Judicial Stamp Paper for `Rs. 20/- duly attested by Notary stating that:
 - i) The Tenderer / their Associates / Sister Concerns etc. have not been black listed or put on holiday by any Institutional Agency / Government Department for participating in the Tender.
 - ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.

In the absence of the above documents/information (16.1 to 16.8), tenders shall not be entertained.

- 17) The following information/documents shall also have to be submitted along with the Tender failing which the tender shall be liable to be rejected:
 - 17.1 Permanent Account Number (PAN) from Income Tax Authorities
 - 17.2 P.F. Registration Number (PF No.) from Provident Fund Authorities
 - 17.3 Copy of GST registration certificate
 - 17.4 ESI Registration No. along with documentary proof thereof
 - 17.5 Average annual financial turnover during last three financial years ending on 31st March, 2020 duly certified by practicing CA.
 - 17.6 If a Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL, the Tenderer must disclose the relations in the form of a Declaration attached at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.
If yes, give the following details duly filled in the Declaration Form-II:
 - a) Name & Designation of The Employee
 - b) Place of Posting
 - c) Relationship with the Employee

- 18) **E-Reverse auction may be carried out among the techno commercial acceptable bidders through the Service provider MSTC, after opening of Price Bids.**
- 19) Information shall be provided to the bidders about the rejection of any bid, if asked.
- 20) Incomplete Tenders or Tenders not accompanied with the required detail/ EMD or Tenders received late/ delayed tenders would be liable to be rejected without any further reference whatsoever.
- 21) Tenderer shall confirm in their quotation the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work by duly signing under their official seal on each page of the scanned copies of all these documents failing which the offer will be rejected.
- 22) Deviations, if any, to our terms & conditions to be submitted on letter head of the contractor duly signed on each page.
- 23) The Tender Paper Fee shall be addressed to:
Shri P. Konwar
Addl.Chief Engineer (Electrical)
Brahmaputra Valley Fertilizer Corporation Ltd., Namrup
P. O. – Parbatpur – 786623
Dist-Dibrugarh (Assam)
- 24) Tender informations are also available in B.V.F.C.L.'s website www.bvfcl.com and Govt. of India's website www.eprocure.gov.in
- 25) BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to the Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374 2507167)
- * Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

Thanking you,

For Brahmaputra Valley Fertilizer Corporation Limited, Namrup

(P Konwar)
Addl. Chief Engineer (Electrical)

TENDER DOCUMENT

FOR

“Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station”

NIT No.:- Nam/Elect./Uty-I & II./NIT -01/2021/.....

Date:- 25-02-2021

BVFCL, NAMRUP



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
ELECTRICAL DEPARTMENT**

CLAUSE-I: SCOPE OF WORK:

Name of the work : “Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station.”

* Bidders are advised to visit the site to assess the job and inspect at their own expenses before submitting the Bid.

The scope of work shall include supply, laying, termination, testing and commissioning but not limited to the followings:

1) Survey of site, packing, forwarding, supply, transportation & delivery at BVFCL, Namrup site and properly unloading of following materials conforming to relevant IS standards for replacement of old cable of Fire Water Pump motor (B) of WTP-III Plant :

i) 3 core, 3.3KV (UE), 50HZ, 240 Sq.mm, stranded compact circular Aluminium conductor, conductor screen with extruded semi conducting compound, XLPE insulated, insulation screening with extruded semi conducting compound in combination with copper tape, cores laid up, inner sheath of (ST-2 PVC), galvanized Steel flat strip overall PVC sheathed (ST-2 PVC) black cable conforming to **IS: 7098/II/85** and overall PVC Sheathed cable conforming to IS 7098/(Part-II) 1985 with the latest amendments. Cables to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical Conditions. Maximum ambient temperature 45°C, Maximum temperature in shade 40 °C, Minimum temperature 7 °C, Relative Humidity (%) up to 100. Cable supplied must be in a single length, no joints are allowed in between the cable. **Cable must be supplied of reputed make like :-**
Universal Cables Ltd, CCI, Poly Cab India, KEI cables, Havell's India Ltd., RPG Cables Ltd., M/s Finolex Cables Ltd.. Contractor shall submit Manufacturer's Test Certificates along with supply. The party should submit documents regarding procurement of new cable (like Purchase Invoice) along with test Certificate and Guarantee certificate from the manufacturer.

ii) Raychem make heat shrinkable, type indoor, end termination kit suitable for above cable 240 sq.mm
- 3 core, 3.3 kV (UE)XLPE insulated,armoured,Aluminium power HT cable.

***Contractor shall stand guarantee for minimum 18 months for cable, end termination kits and workmanship from the date of commissioning.**

- 2) Laying, pulling, dressing & Testing and commissioning of 3 Core 3.3KV, 50Hz, 240sqmm cable includes the following jobs:
- a) Making of new cable trench by Excavation over area of (0.75m X 0.46m X 500 m) for laying of 3.3 KV, 240 Sq –mm. power cable
 - b) Laying and installation of cable along the trench for a length of 600 mtr length. This includes piping-work at (necessary places), shifting of material from one place to another, providing steel /MS pipe wherever required. Also required to fabricate / painting HV cable danger plate and provide at a consecutive distance of 30 mtrs approx. from each through out cable length for proper marking of laid cable according to the instructions of site In charge. (Material will be provided by BVFCL) and tools for excavation work will be provided by contractor.
 - c) Sand cushioning over laid cable along cable trench and trench filling with available excavated earth. Cable Should be dressed, clamped, end termination both sides etc. Cable should be handled properly to avoid any Mechanical damaged. Loading and unloading of cable should be on party's Scope.

(Note: The contractor has to provide all necessary safety tools/ equipments/ accessories to his staff working at site as required under safety regulation of the factory).

Arrangement of any other item not specifically mentioned here in above or not mentioned anywhere else, but required to complete the entire cable replacement job shall be included in contractor's scope.

CLAUSE-II: BVFCL's Obligations:- :

- a) Guest house Facility for the Contractor's working staff to the extent possible may be made available on chargeable basis during execution of work at site.
- b) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- c) Safety work Permit for carrying out the job shall be made available.
- d) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.

CLAUSE-III: GENERAL TERMS & CONDITIONS:

1. Interested Tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
2. **Bidder to acquaint himself fully:** The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope of work, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
3. The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
4. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
5. **The following tenders will be liable to summary rejection:**
 - 5.1 Tenders submitted by Tenderer who resort to canvassing.
 - 5.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 5.3 Tenders not accompanying the required details / Tender Cost / Earnest Money etc.
 - 5.4 Tenders received late / delayed.

5.5 Tenders, who contain uncalled for remarks or any alternative additional conditions.

6. If the tenderer has relations whether by blood or otherwise with any of the employees of the BVFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which BVFCL shall reserve the right to reject the tender or rescind the Contract.
7. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the renovation job. The rates shall remain firm for the increased or decreased quantities. **However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.**
8. **Escalation in Rates:** The rates quoted will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
9. **Validity of Contract:** The contract shall remain valid for a period of 120 days reckoned from the date of its award.
10. **EMD & Tender Paper Fee:** Tenderer have to submit Bid Security Declaration in- lieu- of Earnest Money Deposit as per central Govt. Notification No. F.9/4/2020-PPD Dtd.12th Nov2020. Tenderer have to submit Tender Paper Cost of **Rs.590.00 (Rupees Five Hundred and Ninety)** only including GST in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFCL payable at Namrup / by challan (format is available at our corporation's website) and scanned copy of receipt to be uploaded with Technical bid. Cheques would not be accepted in any case. The Earnest Money and TPC shall not be accepted in any form other than specified above. **Tenders received without Bid Security Declaration & TPC are likely to be rejected.**
11. **Terms of Payment:**
 - 11.01 Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFC Engineer-in-charge, as per detail given below :
 - i) 97% of the contract value: On successful completion of entire scope of work.
 - ii) Balance 3% of the contract Value: Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 18 (Eighteen) months from the date of successful completion of entire scope of work, 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.
All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.
 - 11.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
 - 11.03 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Excise Authority.
 - 11.04 Bill will be released within 30 days after submission of Final Bill duly certified by the executing department.
 - 11.05 Any clarification from you on the bill submitted by you should be sought with 15 days; similarly you should be required to submit the clarification within that time.
12. Liquidated damage for delay in Mobilization and Completion of the job:

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 60 (Sixty) days including Sundays and Holidays from the date of issuance of the work order. Any delay in mobilization for executing the work by you or unprofessional attitude of yours causing delay in completion of the work, 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 thereof of the work order value subject to a maximum of 5% of work order value.
13. Tax Deduction at Source: Statutory deduction on account of Income Tax / Works Tax & other Taxes on Works Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws of Assam at the time of release of payment to the Tenderer.

14 GUARANTEE & SECURITY DEPOSIT:

The contractor shall give work performance guarantee for a period of 18 (Eighteen) months from the date of successful completion of the job. The security deposit 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.

15 **AGREEMENT:**

On acceptance of Work Order, the contractor shall enter into an agreement with BVFCL, Namrup, on Non-Judicial Stamp paper of Rs. 20.00 or as per present value of stamp paper, as per standard format of M/s BVFCL. The stamp duty shall be borne by the contractor.

16 Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.

17 **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.

18 Any defect noticed during various stage of inspection, while the work will be under progressed as per scope, shall be rectified / made good by the contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stage of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.

19 **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.

20 If the Contractor fails to fulfill his obligations under the contract, BVFCL shall have the right to get the work done by the agency other than the Contractor, at the Risk and Cost of the Contractor, till the expiry of the period of the contract.

21. Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant.

21.1. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

21.2. If the Contractor abandons the work,

21.3. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR

21.4. Persistently fails to adhere to the agreed program of work, OR

21.5. Sublets the work in whole or in part thereof without BVFCL's consent in writing

21.6. Performance is not satisfactory or work is abnormally delayed.

21.7. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the BVFCL within fifteen days after written notice of such default is provided to the Contractor. BVFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the BVFCL. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by the BVFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to BVFCL, up to the date of termination.

22 **Termination of Contract:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of BVFCL under the Contract or otherwise including right of BVFCL for compensation for delay

the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

- 23 Rights of BVFCL:** A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor fails to fulfill his obligations under the CONTRACT, the BVFCL shall have the right to get the work done by any other agency /own resources at the risk and cost of the Contractor.
- 24 Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
- 25 Engineer In-Charge:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.
- 26 Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer In-Charge.
- 27** It is understood by the contract that in the event of any losses/damages caused to the BVFCL due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.
- 28 Loss to Plant during Execution:** Any damage or loss caused to the plant equipment etc., during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.
- 29** Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 30** The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payment.
- 31** The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
- 32** In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 as amended from time to time, BVFCL reserves the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by Engineer In-Charge for deposit of PF Contribution.
- 33** The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.

34 Workmen Compensation / Insurance:

- 34.1 The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
- 34.2 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, BVFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, BVFCL will recover the amount of the compensation so paid from the Contractor's bill.
- 34.3 The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and BVFCL will not bear any liability whatsoever on this account. Further, he will also indemnify BVFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- 34.4 The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to BVFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
- 35 The BVFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts/ Enactments hereto in force shall be the responsibility of the Contractor. BVFCL under the Contract will recover any other expenditure, incurred by BVFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
- 36 The Contractor shall indemnify and keep indemnified the BVFCL against all losses and claims for injuries or damages to any person or property of BVFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 37 The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of labourers, have been fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.

38 Alterations, Omissions, Additions Or Substitutions of Work:

BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work.

39 Conciliation & Arbitration:

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'.

The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.

Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

- 40 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).

- 41 **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.**
- 42 BVFCL is committed to a corruption free environment, “All the works contract, services and commitments of BVFCL will be honoured 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 (Tel. No. 0374 2507092 / 0374 2507167)
- * **Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

(P Konwar)
Addl.Chief Engineer (E)
BVFCL Namrup

PRO FORMA FOR PRICE BID**(Price should not be quoted here and price to be quoted online only or else bid will not be considered)**

Sl no.	Description of the Job	Quantity	Rate(Rs.)	Amount (Rs.)
1.	<p>Supply of 3 Core 3.3KV, 50Hz, 240sqmm, stranded compact circular Aluminium conductor, conductor screen with extruded semi conducting compound, XLPE insulated, insulation screening with extruded semi conducting compound in combination with copper tape, cores laid up, inner sheath of PVC, galvanized steel flat grip armoured, PVC outer sheath and overall PVC sheathed cable conforming to IS 7098 (Part-II) 1985 with the latest amendments for Fire Water Pump motor (B) from 3.3KV SWBD PanelNo.3 in CPP main sub-station. Cables to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions. Maximum ambient temperature 45 oC. Cable supplied must be in a single length, no joints are allowed in between the cable.</p> <p>Cable must be supplied of reputed make like :- Universal Cables Ltd, CCI, Poly Cab India, KEI cables, Havell's India Ltd., RPG Cables Ltd., M/s Finolex Cables Ltd. Contractor shall submit Manufacturer's Test Certificates along with supply. Contractor shall stand guarantee for minimum 18 months for cable and workmanship from the date of commissioning.</p>	600 Mtrs.		
2.	Supply of Raychem make heat shrinkable, type indoor end termination kit for 3 core, 3.3 KV (UE), XLPE insulated, armoured, Aluminium power cable of size 240sq.mm , and jointing both end of the cable terminations.	03 Nos.	.	
3.	End termination of 3 core, 3.KV, 240 Sq.mm. XLPE insulated armoured cables at joint end & motor end. It also includes Decomounding / un-termination of damaged cable at motor end. Job includes melting of compound at motor terminal block by providing heat using blow lamp. (Cable jointer shall be provided by BVFCL)	03 Nos.		
4.	<p>Laying, pulling ,dressing & Testing and commissioning of 3 Core 3.3KV, 50Hz, 240sqmm cable at sl.No1 which includes the following jobs:</p> <p>a)Making of new cable trench by Excavation over area of (0.75m X 0.46m X 500 m) for laying of 3.3 KV, 240 Sq –mm. power cable of sl.No.1.</p> <p>b)Laying and installation of cable of sl.No.1 along the trench</p>	172.5 CUM		

Eligibility Criteria for Vendors

- 1) The bidder should be a service provider who has experience in the last 7 years on Supply, Laying, Termination, Testing and Commissioning of HT Cables at customer's premises. There relevant documentary proof like work order copies/satisfactory completion certificates to be enclosed along with the technical bid.
- 2) The bidder should have carried out Supply, Laying, Termination, Testing and Commissioning of HT Cable (on site at customer's premises in reputed Fertilizers/Refineries/Petrochemicals/Power Sectors, Continuous Process Plants. of Govt./ Semi-Govt./ big reputed private organizations successfully completed during the last 7 (Seven) Years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than the amount each equal to 40% of the estimated cost
or
 - b. Two similar completed works costing not less than the amount each equal to 50% of the estimated cost
or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 3) The tenderers should have up-to date renewed Electrical License of required grade applicable to HT cable laying up to 3,300 V or above and Electrical Supervisor's Certificate of Competency having class of certificate minimum 11000 V or above and submit along with the tender (party has to submit original for verification as and when required).
- 4) The job shall be carried out on single point responsibility basis. As such the bidders are required to quote for complete scope of work. Bidding for part jobs is not acceptable.
- 5) Average Annual Financial turnover during the last **3 years, ending 31st march, 2020 should be at least 30 %** of the estimated cost.

DECLARATION FORM-I

Quotation No.: _____

Date: ____/____/____

Addl.C.E. (Elect.)

M/s. Brahmaputra Valley Fertilizers Limited, Namrup

Parbatpur-786623

District- Dibrugarh, Assam.

Subject: Notice Inviting Tender for ‘**Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station**’.

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 of ‘**Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station**’ at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s Brahmaputra Valley Fertilizers Corp. Limited and 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 the Brahmaputra Valley Fertilizer Corporation Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the tender document, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with the Brahmaputra Valley Fertilizers Limited, Namrup.

(Signature of Tenderer with Seal)

Name: _____
Address: _____

Place: _____
Date: _____

DECLARATION FORM-II

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.	<u>P.F. Registration Number</u>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.	<u>PAN No</u>		
4	GST Registration No. with Documentary Proof. Accounting Code No. & S.T.Code No.			
5	ESI Registration No. Along with documentary proof thereof.	<u>ESI Reg. No.</u>		
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 Tenderer with Seal)

Name: _____
Address: _____

Place: _____
Date: _____

BID SECURITY DECLARATION

To,

Addl.CE (Electrical),

BVFCL, Namrup

Sub : Supply, laying, testing & commissioning of new 3C X 240 sq mm. Al conductor power cable of (XLPE) HT cable for 220KW 3.3KV Fire Water Pump motor (B) feeding from CPP main sub-station.

Dear Sir,

I/We have read the Central Govt. Notification no. F.9/4/2020-PPD dtd. 12th Nov. 2020 under Ministry of Finance and accept that if I/We withdraw or modify our bid during period of bid validity, I/We will be suspended for the time specified in the tender document.

Thanking you.

Yours faithfully

For M/s :

(Signature of Contractor/ Bidder with SEAL)

Address :

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