

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

(A Govt. of India Undertaking)

P.O. : Parbatpur (786 623)

CIN- "U24123AS2002GOI006786"

Dist. Dibrugarh, Assam

ELECTRICAL DEPARTMENT

NOTICE INVITING TENDER**Tender Notice No. : Nam/U & B-III /Elect./NIT-07/2021/2089****Dated: 30/12/2021****Subject : Enquiry requesting Quotation in Two Bid systems.**

Sl No.	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	“Supply, laying, installation, testing and commissioning of new 3 core, 1.1 KV grade, 120 sq mm XLPE insulated aluminium armoured power cable for PC-7R3 motor of Urea-III Plant.” Estimated cost –Rs 4,41,910.00 /- (including GST)	11048.00 (incl. GST)	10 days	118.00 (incl GST)

Contractor means the experienced, licensed contractors who are having past experience for respective Electrical jobs; and:

- Contractors having up to date renewed Electrical License of required grade applicable to LT cable laying up to 440 V, Electrical supervisor's certificate of Competency, in Form – B, issued by Electrical Licensing Board, holding supervisors under their employment. The Electrical supervisor's certificate of Competency holder should be associated with the Contractor / firm and should be duly endorsed by the Electrical Licensing Board.
- The 3 core, 1.1 KV grade 120 sq mm XLPE insulated cable supplied by you should be newly procured and to be purchased from reputed manufacturer, like Polycab Cables, Universal Cable ltd, KEI Wires & Cables ltd, National Cable ltd, Cable Corporation India ltd, Havell's India Ltd.etc.
- The party should submit documents regarding procurement of new cable (like Purchase Invoice) along with test certificate and warranty certificate from the manufacturer.
- Party should get it verify by BVFCL regarding the Genuineness of the Newly purchased cable with the supplied purchase documents regarding Mfg date, Batch No., serial No., name of manufacturer written on the cable.
- Party must submit the original documents for inspection which will be returned to party after inspection.
- Party having registration fulfilling the conditions of statutory levies like GST etc. as admissible.
- Party should submit photocopy of PAN, PF registration, GST Certificate and all relevant documents mentioned at Sl No: a) & b).
- Party shall have to produce all documents, as mentioned above, in original if asked for.
- Party should submit experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:
 - Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
Or
 - Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
Or
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost.
Or
 - MSME Certificate holders having Suitable Code for similar works in their certificate.
 - Party should fulfill all the above criteria from (a) to (i) as above.
- All safety precautions regarding working in Low voltage works to be followed as per Govt. guidelines. (Existing Electricity Rules)
- Performance feedback for the completed works submitted as above (at (i) above) from the respective Customer (s) need to be submitted except in case of works completed at BVFCL.
- 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 .
- Average Annual Financial turnover during the last 3 years, ending 31st march, 2021 should be at least 30 % of the estimated cost.

Contd.

Exemption from paying tender fees and Earnest Money Deposit:

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises (MSE) shall be entitled for EMD and tender fees exemption subject to conditions as under:

MSE bidders must submit valid registration certificates from any of the following (or any other body specified by the Ministry of MSME) for exemption of EMD as applicable for this tender:

- i) National Small Industries Corporation (NSIC) ii) District Industries Centres (DIC) iii) Coir Board
iv) Khadi and Village Industries Commission (KVIC) v) Khadi and Village Industries Board (KVIB)
vi) Directorate of Handicrafts and Handloom vii) Udyog Aadhar Memorandum

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security / Earnest Money Deposit. 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.

- 01 Tender paper [NIT, schedule of quantities, special terms & conditions (Annexure-II & Annexure-iv) GDCC] are to be downloaded from the web site www.bvfcl.com and www.eprocure.gov.in or may be purchased from electrical office. Tender paper cost and earnest money drawn in favour of BVFCL Namrup by DD/Banker cheque shall have to be submitted along with bid documents. **OR Tender paper cost and earnest money may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. One Challan copy must be submitted along with the tender documents.** The DD / Bankers cheque against Tender paper cost and EMD shall be put in one envelope super scribed. The bid shall be put in one sealed envelope super scribed and both envelopes will be put on a third envelope properly super scribed.

1. Submission of Tender paper (To be put in locked tender paper box) in the office of the CE (Elect) BVFCL, Namrup

2. Last date of submission of tender papers : - 20/01/ 2022 upto 3.00 PM

3. Opening date of Tender papers : - 20/01/ 2022 at 3.30 PM

02. The tenders will be opened on the above scheduled date and time in presence of the tenderer or their authorized representatives who may like to be present. In case of Bandh or Holiday, next working day shall be considered for opening of tender and such will be informed to the expressing interest in taking part.
03. BVFCL shall not be responsible for late submission of tender.
04. BVFCL reserves the right to accept or reject any or all tenders communicating same to the party (ies) without assigning any reason thereof.
05. Additional Terms: - Every bidder will submit a declaration in the form of affidavit/ declaration that he/she is not a partner / proprietor of any other firm/ company participating in this tender of BVFCL.

06. The price Bid shall contain:

Detailed break-up of price as per the format in Annexure- A indicating material component and labour component involved in the job separately showing applicable Tax element clearly or GST. The Price Bid shall contain the signature of the bidder with address, seal and date.

The Techno-Commercial Bid and the price Bid are to be sealed in TWO SEPARATE ENVELOPES super scribing the name of the Bid on the top left corner of the envelope. These two envelopes are to be put in to a THIRD ENVELOPE, which shall again be sealed, super scribing on it the enquiry ref. no., date and scheduled date of opening of Techno-Commercial Bid.

Quotation shall be received in the office of the Chief Engineer (Elect.), BVFCL, Namrup, PO: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, on all working days during normal working hours. **Quotation may be sent through DTDC courier who delivers posts at Namrup**

The Techno-Commercial Bid will be opened on due date and time in the chamber of the Chief Engineer (Elect), BVFCL, Namrup, Post Office: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, in the presence of the tenderer or their accredited representatives, who wish to be present.

The price Bid of only those parties, whose Techno- Commercial Bids are found to be in order and the Terms & Conditions of the offer are acceptable to BVFCL, Namrup, will be opened. The date of opening of price Bid will be intimated in due course of time.

Contd.

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.

07. **PAYMENT TERMS:** - You will be paid for the work as.

- a) 97% payment will be made to you on actual work carried out & successfully completed by you, duly certified by site Engineer.
- b) Balance 03 % will be released after completion of workmanship guarantee period of 1 year (12 months). You will be paid no running bills for this job.
 - i. Income tax and other taxes if any shall be deducted from your bill as per rules as applicable. Security Deposit @ 03% of the total value of work done shall be recovered from your bill after the adjustment of Earnest Money Deposited by you for the said work.
 - ii. Where supply of materials is involved, the list of material supplied by you are to be entered in the register in the site office under a valid challan along with the documentary proof for purchased materials are to be submitted along with the bill for necessary checks at our end.
 - iii. At no time the progress of work shall be retarded or stopped due to the disputes or differences with BVFCL, Namrup.

08. **Settlement of Disputes:-**

- a) Except otherwise provided in the contract , all matters , questions, disputes , differences whatsoever which shall at any time arise between the parties hereto , touching the construction , meaning or operation or effect of the contract or out of matters related to the contract or breach thereof , or the respective rights or liabilities of the parties , whether during or after completion of the work or whether before or after termination shall be referred to the Arbitration in accordance with the **ICADR** Arbitration rule , 1996. Under such case, Authority to appoint Arbitrator(s) shall be the “**International Center for Alternative Dispute Resolution**”.
 - b) The Arbitration proceedings shall be governed by the Indian **ICADR** Arbitration Rules,1996 .Both Parties shall continue to fulfill their respective obligations under this Contract during the arbitration proceedings. The venue of arbitration shall be Dibrugarh, Assam, India.
09. EMD of the unsuccessful bidders shall be returned back after finalization of the Contract. Security Deposit and EMD would not bear any interest.
10. Considering the essence of the work, it may be required to execute the job in normal working hours

Note: 1) BVFCL, Namrup, shall in no way be responsible for any postal delay.

2) If the last date of receipt of quotation, scheduled date of opening of Techno-Commercial Bid happen to fall on Strike day/ Holiday at Namrup, then the next working day will be counted.

3) BVFCL, Namrup reserves the right to cancel any or all quotations received, without assigning any reason thereof.

** The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work, if necessitated.

** The tenderer shall abide by all the statutory obligations under various statutory acts and rules made there. Under any Circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts, any other laws applicable to contractors and/or their Establishment and the workmen engaged by them.

*** BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts 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 citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.(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
ACE (E)**

Copy to :

1. Sr. VO – For information pls.
2. FM (finance), For deputation of account representative at the time of opening
3. Ex. CE(E) : For information pls.

Annexure –I

ELECTRICAL DEPARTMENT
Schedule of quantities

Name of the work: “Supply, laying, installation, testing and commissioning of new 3 core, 1.1 KV grade, 120 sq mm XLPE insulated aluminium armoured power cable for PC-7R3 motor of Urea-III Plant.”

NIT No.: Nam/U & B–III /Elect./NIT-07/2021/2089

Dated: 30/12/2021

FORMAT FOR PRICE BID

Sl No.	Description of work	Qty	Rate (Rs.)	Amount (Rs.)	Remarks
1	2	3	In Figure	In words	
1.	<p>Supply, laying, testing and commissioning of 3 core, 1.1 kV grade, 50HZ, 120 Sq.mm stranded compact circular Aluminium conductor, conductor screen with extruded semi conducting compound, XLPE insulated, insulation screening with extruded semi conducting compound, cores laid up, inner sheath of PVC, galvanized steel flat strip armoured and overall PVC sheathed cable conforming to IS 7098/(Part-I) 1988 with the latest amendments for PC-7R3 Motor of U-III Plant. 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 must be supplied from the reputed make of M/s Havells / M/s Polycab / M/s Universal. Contractor shall submit Manufacturer's Test Certificates along with supply.</p> <p>Contractor shall stand guarantee for minimum eighteen (18) months for cable and workmanship from the date of commissioning.</p> <p>a) 3C X 120 Sq.mm</p>	500 mtrs			

(Rupees

) only

Pls. Tick whichever is applicable:

a) Including GST ()

b) Excluding GST ()

Signature of the bidder
With Seal

Name and address:-

.....

.....

Date

Place

Annexure-II

ELECTRICAL DEPARTMENT. TENDER FORM

Sl. No. : _____

Date of Issue: _____

Tender No. _____

dated: _____

Last date of submission: _____ at _____ P.M.

Name of Work : _____

Issued to (name and address of the party):

No. of Tender document issued: _____

Signature of issuing Officer

TO BE FILLED IN BY THE TENDERER

I/ We hereby tender for the execution for BVFCL, Namrup of the work schedule in under written memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with instruction referred to in the NIT.

MEMORANDUM

1. General description of the work :
2. Earnest Money Rs. : _____
3. Security Deposit 3% of the total value of the work(including earnest money)
4. Time allotted for the work : _____ Days/Months
5. Should the tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions and conditions in NIT, GDCC and the special 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 sums of money mentioned in the said conditions.
6. The sum of Rs. _____ has been deposited vide _____ dated _____ with the finance manager in favour of BVFC Ltd. As earnest money, the full value of which to be absolutely forfeited to the BVFC Ltd. Or their successors or assignees are 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. Earnest money and tender paper cost deposit Challan as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –III)
3. Special terms and conditioned duly read and signed (annexure- IV)
4. Reference to similar works performed earlier(Annexure- V)
5. Photocopy of the PAN /TAN card in own name.
6. Photo copy fulfilling the conditions like GST etc. as applicable.
7. Declaration in the form of affidavit / declaration that he /she is not proprietor of any other Firm /company participating in this tender.
8. G.D.C.C duly read and signed on every page.

Dated: _____

Signature of the Contractor

Address: _____

Witness: 1. _____

2. _____

Signature 1. _____

2. _____

Address of

Witness.

ANNEXURE-III

TERMS AND CONDITIONS.

1.00 GUARANTEE & SECURITY DEPOSIT

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful re-commissioning of the machines. 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. If the contractor fails to commission the motors due to defect in the motors after repair, the same shall be rectified by the contractor free of cost. In this case if the motors are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the motors shall be borne by the contractor.

2.00 COMPLETION TIME

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **10 (ten) days** in normal working hours, and the issue of the work order. In case of delay in completion, unless extension of completion time is granted by us an application of the Tenderer, we may at our option recover liquidated damage from the party at a sum equal to 0.5% per week or part there of the work order value subject to a maximum of 5% of work order value.

3.00 PAYMENT TERMS

3.01 Payment shall be made after successful completion of the job against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below:

- i) 97 % of the contact value: On successful commissioning of the PT's, after 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 12 (twelve) months from the date of successful commissioning of the repaired equipments unless a Bank Guarantee of Equivalent amount from any scheduled Bank is furnished by the contractor in lieu of Security Deposit. Security Deposit, however, will not earn any interest.
- Bill will be released within 30 days after submission of Final Bill duly certified by the executing department. Any clarification from you on the bill submitted by you should be sought within 15 days; similarly you should be required to submit the clarification within that time .Any taxes if applicable shall be deducted from bill as per prevailing rates by the Finance department.

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

4.00 AGREEMENT

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

5.00 ARBITRATION

In all cases of disputes, the decision of this company shall be final. Failing this the matter will be referred to the arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and amendment thereof.

**BVFC LTD, NAMRUP
TERMS & CONDITIONS
OF
NOTICE INVITING TENDER**

1.00 INSTRUCTION FOR TENDERERS

- 1.01 The tenderer (s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 The tender documents completed in all respects and duly signed by the contractor should be sealed in a cover super scribing the tender No. name of the work and date of opening and address to the concerned officer along with the name and address of contractor.
- 1.03 The above cover containing all tender documents should be submitted in the respective office to reach the concerned office well in specific time.
- 1.04 The rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

2.00 SPECIAL TERMS & CONDITIONS

- 2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and to be understood the clauses of G.D.C.C before filing up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 2.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer – in – charge / site in charge.

3.00 EARNEST MONEY AND TENDER PAPER COST

The tenderer's should not deposit any earnest money. The tenderers shall deposit only the tender paper cost in mode of Challan receipt, in favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C enclosed herewith.

- 3.01 The tender(s) without tender paper cost and EMD must submit the valid document for their exemption as above else their bid shall be rejected.
- 3.02 The tenderer shall deposit the Earnest money in mode of Challan receipt, in favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C enclosed herewith. The tender(s) without earnest money shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC.

- 4.01 The Tenderers must be a licensed contractor under Contract Labour (Regulation and Abolition) act.1970 or they should produce a certificate from Labour department to the effect that they are not covered by the Contract Labour Act.
- 4.02 The tenderer shall abide by all the provisions of Contract Labour (Regulation and Abolition act.1970) Minimum Wages Act. 1940, Factories Act. 1948, Industrial Dispute Act 1947, Payment of Wages Act.1936, Workmen's Compensation Act.1923 and their respective Rules applicable to the tenderer and that in case the tenderer fail to do so, this Corporation shall have the right to deduct from Tenderer's bill, the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the tenderer
- 4.03 The contractor has to maintain a Register of his labourers with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) act.1970.

- 4.04 The contractor shall make the payments of wages regularly to the labourers engaged by him in presence of a authorized representative appointed by BVFC Ltd. as per contract Labour Act.1970 and the minimum wages should be paid according to the circulars / directives issued by Central / State Govt. from time to time.

5.00 COMPENSATION

- 5.01 The contractor shall have to make an ex-gratia payment of Rs. 1000/- (Rupees one thousand) only to the dependants of labourer in the event of the labour's death occurring while on duty. This payment will be made by the BVFC Ltd. Immediately and will be recovered from the bills of contractor.

6.00 TOOLS & ACCOMODATION

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

7.00 SAFETY MEASURES

- 7.01 The contractor have to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory.
- 7.02 Injuries or accidents to the contractor labour shall be taken care by contractor at his own cost and risk and shall comply with all Safety Rules and health regulations.
- 7.03 The contractor has to obtain safety permit from competent authority fro working in hazardous conditions and all safety rules should be followed strictly.

8.00 MEDICAL FACILITIES

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

9.00 FORCE MAJURE

9.01 Neither contractor nor corporation shall be considered in default in performance of its obligation hereunder if such performance is prevented or delayed because of war, hostilities revolution, flood, earthquake proclamation regulation, or ordinance of any Govt. or any sub division there or because of any Act of God or any other cause beyond the reasonable control of the party affected.

9.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decide the future course of action regarding the continuance of work as per contract.

10.00 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 the Arbitration in accordance with the ICADR Arbitration Rule, 1996. Under such case, Authority to appoint Arbitrator(s) shall be the 'International Center for Alternative Dispute Resolution'.

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

10.2 Both parties shall continue to fulfill their respective obligations under this CONTRACT during the arbitration proceedings.

10.3 The venue of arbitration shall be New Delhi, India

11.00 LAW GOVERNING THE CONTRACT

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

12.00 BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts 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 citizen to inform the matter to Vigilance Officer, BVFCL, Namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.(Tel no. 0374-2507092/0374-2507167

13.00 DECLARATION OF TENDERER

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

Signature of the Tenderer

ANNEXURE-V

Tender Notice No: Nam/Elect/U&B-III/NIT-07/2021/2089

Date:30/12/2021

Bid Security Declaration Form

**To,
The Dy. Chief Engineer (Elect.),
Urea-III Plant, BVFCL, Namrup.**

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

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

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

or

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

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

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

or

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

**Thanking you.
Yours faithfully,**

For M/s. _____

(Signature of Contractor/ Tenderer with SEAL)

Address : _____

