

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

(A Govt. of India Undertaking)

P.O: Parbatpur-786623, Dist: Dibrugarh (Assam)

NOTICE INVITING TENDER**Tender Notice No: Nam/Elect/U&B-III-04/2021/1675****Date: 22 /10/2021**

Sealed tenders are hereby invited on item rate / lump sum basis from experienced & approved contractors for the following work(s) in Brahmaputra Valley Fertilizer Corporation Ltd., Namrup,

Sl. No	Name of work:	EarnestMoney: (Rs.)	Completion time days / months	Tender paper cost (Rs.)
01.	Fabrication of Conveyor Control Panel-A (controlling the Silo Scrapper, ET-1 to ET-3 motor and conveyor belt operation) of Urea-III plant. Rs.83,580.00 plus GST extra.	2470.00 (Including GST)	20 (twenty) days	118/- (Including GST)

For the subject job, we request you to tender your quotation in **single bid system**. **The bid shall contain:**

a) Earnest money deposit. **Rs 2470.00** (Rupees Two Thousand Four Hundred and Seventy) only including GST in the form of Demand Draft / Challan towards **EMD** and **Rs. 118.00** (Rupees One Hundred and Eighteen) only including GST in the form of Demand Draft / Challan towards **Tender Paper Cost** (non- refundable) from State Bank Of India/ United Commercial Bank/ United Bank Of India, drawn in favour of BVFC Ltd, Payable at Namrup. Draft charges shall be borne by the party.

Exemption from paying tender fees and Earnest Money Deposit:

A) 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

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

b) Work Order Copies of similar works carried out by the contractor in Fertilizers/Refineries/ Petrochemicals/ continuous process plants / power plants (preferably PSU or reputed private sector companies) along with Job Completion Certificate issued by the customer showing experience of having successfully completed similar works during last 7 years ending last day of month previous to one in which applications are invited either of the following:

I) Three similar completed works costing each not less than the amount equal to 40% of the estimated cost.

Or

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

Or

III) One similar completed works costing not less than the amount equal to 80 % of the estimated cost.

c) Enquiry requesting quotation along with enclosures [Annexure-A & GDCC] duly signed on each page by the Contractor under official seal as a token of acceptance.

d) Deviations, if any, to our terms & conditions (to be submitted on letter head of the contractor duly signed on each page).

e) Contractor will have to furnish the following documents:

i) Copy of PAN /TAN Certificate issued by the concerned IT authority.

ii) Copy of GST Registration certificate.

iii) A declaration in the form of affidavit / declaration that he / she is not a partner / proprietor of any other firm /company participating in this tender of BVFCL.

02. The tenders will be opened on the above scheduled date and time in presence of the Tenderers or their **authorized** representatives who may like to be present. BVFCL will not be responsible nor consider late submitted Tenders.

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.

Contd...

- 1) Submission of Tender Paper: Tender paper shall be put in to locked tender paper box in the Office of the Electrical deptt. BVFCL; Quotation may be sent through DTDC courier who delivers posts at Namrup
- 2) Closing date of sale of Tender papers On 16 -11-2021 at 12.00 p.m.
- 3) Last date of submission of tender papers On 16 -11-2021 at 3.00 p.m.
- 4) Opening date of tender papers On 16 -11-2021 at 3.30 p.m.
- 1.00 Payment Terms: -
- 1.01 97% value of the completed work shall be released after successful completion of work within 30 days from submission of bill in triplicate and as certified by Engineer – in – Charge after deductions, if any. Balance 3% payment shall be kept as Security Deposit (SD), which shall be released after successful completion of workmanship guarantee period of 12(Twelve) months.
- 1.02 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days. Payment will be released within 30 days of receipt of the rectified bill/clarification.
- 1.03 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.
- 1.04 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 1.05 GST at the applicable rate shall be reimbursed / deducted on production of documentary evidence.
- 2.00 **SPECIAL TERMS & CONDITIONS**
- 2.01 The contractors have to abide by the terms and conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc.
- 2.02 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.
- 2.03 All Safety measure and gears required for the job shall have to be arranged by the contractor and to be followed strictly.
- 2.04 After completion of job, the site shall be cleaned and removed all debris properly.
- 2.05 Tenderers shall visit the site and contact the concerned site-in-charge to assess the job thoroughly before submitting their offer.
- 3.00 Party shall quote & submit their rates in the given performa in Annexure-II by going thoroughly in the scope of work Annexure-I (scope of work).
- 4.00 Engineer –in-charge reserve the right to ask for increase of manpower if delay occurs / any slippage of schedule. However, you have to complete the entire job keeping manpower round the clock.
- 5.00 BVFCL reserves the right of canceling the work order and awarding the job to other suitable and resourceful party, if the party upon which work order has been placed fails to start the job within 2 days after getting clearance of work front our phone / in writing through FAX/Email
- 6.00 The contractor shall abide by the entire statutory obligation under various statutory Acts and rules made there under, and as amended from time to time in respect of their establishment and / or workmen engaged by them. 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 and rules, and any other laws applicable to contractors and / or their establishment and the workmen engaged by them.
- 7.00 BVFCL is committed to a corruption free environment." All the works contract, 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 responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, Assam. The tenders will be opened on the above scheduled date and time in presence of the tenderers or their authorized representatives who may like to be present. BVFCL will neither be responsible nor consider the late submitted tenders.
The undersigned reserve the right to accept or reject any or all tenders without assigning any reason thereof.

Note: Tenderer must submit the copy of GST Registration and PAN card along with the tender.

Signature: _____
Name : M N Ugesh Uvaraja
Design. : PE (E), U & B-III

Encls. Annexure-I

All Notice Boards

- cc to: 1) FM, Attn : A.O. Gr -I (W/Concurrence) Kindly depute his representative on the above date & time for opening of tender papers
- ii) Addl. CE (E),
 - iii) Vigilance Department - For information.
 - iv) CISF – For information.

Annexure –I

SCOPE OF WORK

Your scope of work:

- 1. Supply of Materials for providing shade on Conveyor Control Panel :**
 - a) Aluminium sheet on the top of the conveyor panel in slanting position with SS pipe reinforcing to protect the panel from debris of Prilling Tower.**
 - b) J Hooks**
 - c) Bitumen Washer.**
- 2. Welding of door hinges in the panel door for smooth closing of panel.**
- 3. Lifting the panel from the base to provide base support to prevent it from falling.**
- 4. Cutting the Panel sheet and welding it in the old panel to prevent the gas and moisture to enter the panel.**
- 2. Necessary Tools ,Tackles and Consumables for carrying out above fabrication work are to be provided from your side like: Welding Electrodes, Grinding wheels, Cutting wheels, Oxy & DA cylinders, Welding machine, Cutting torch, Grinding Machine, Tools and tackles for fastening and fitting works etc.**

एम. एन. युगेश युवराजा / (M.N.Ugesh Uvaraja)
संयंत्र अभियन्ता(विद्युत्) / PE(E), U&B-III

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

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

एम.एन.युगेश युवराजा / (M.N.Ugesh Uvaraja)
संयंत्र अभियन्ता(विद्युत) / PE(E), U&B-III

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 : 2470.00
3. Security Deposit : 3 % of the total value of the work(including earnest money)
4. Time allotted for the work : 20 days (twenty days) 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. Tender paper cost deposit Challan as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –A)
3. Special terms and conditioned duly read and signed (annexure- IV)
4. Reference to similar works performed earlier
5. Photocopy of the PAN /TAN card in own name.
6. Photo copy fulfilling the conditions like GST .
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.

TERMS AND CONDITIONS.**1.00 GUARANTEE & SECURITY DEPOSIT**

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful commissioning of the repaired equipments. The security deposit (3% of the work order value including GST) shall be retained by BVFCL, Namrup, till the guarantee period is over. Any post repair defect arising out for reasons to poor Workmanship shall be attended to and rectified by the contractor, free of cost. In this case if the damaged equipments are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the supply materials shall be borne by the contractor.

2.00 COMPLETION TIME

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **20 (twenty) days** including Sundays and holidays, from the date of receipt of the damaged equipments at party's works. In case of delay in completion, unless extension of completion time is granted by us subject to approval from competent authority 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 contract 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 BFVCL. The stamp duty shall be borne by the contractor.

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

1.00 INSTRUCTION FOR TENDERERS

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

2.00 SPECIAL TERMS & CONDITIONS

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

3.00 EARNEST MONEY AND TENDER PAPER COST

- 3.01 The tenderers should not deposit any earnest money. The tenderers shall deposit only the tender paper cost in mode of Challan receipt, in favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C enclosed herewith. The tender(s) without tender paper cost shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC.

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

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

5.00 COMPENSATION

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

6.00 TOOLS & ACCOMODATION

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

7.00 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 for working in hazardous conditions and all safety rules should be followed strictly.

8.00 MEDICAL FACILITIES

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

9.00 FORCE MAJURE

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

9.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force 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 Dibrugarh Court, Assam, India.

11.00 LAW GOVERNING THE CONTRACT

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

12.00 SPECIAL CONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW AND / OR ENCLOSED SHEET.

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

Bid Security Declaration Form

To,
The Plant 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

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

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

The receipt of your notification of the name of the successful Bidder;

or

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 : _____

विद्युत् विभाग/ELECTRICAL DEPARTMENT

NIT No. Nam / Elect /U & B -III – 04/ 2021/1675

DATE: 22/10/2021

Name of work: “Fabrication of Conveyor Control Panel-A (controlling the Silo Scraper, ET-1 to ET-3

motor and conveyor belt operation) of Urea-III plant.”

Sl No.	Description of work	Quantity	Rate (Rs.)	Amount (Rs.)
01.	<p>Fabrication of Conveyor Control Panel A (controlling the Silo Scraper, ET-1 to ET-3 motor and conveyor belt operation) of Urea-III plant & the job includes Gas cutting of metal sheet, welding and fitting works to be carried out to cover the damaged portion of the panel.</p> <p>The job involves to provide Aluminium sheet on the top of the conveyor panel in slanting position with SS pipe reinforcing to protect the panel from debris of Prilling Tower.</p> <p>(All tools and tackles along with the materials required to complete the above job shall be arranged by the contractor).</p>	1 volume		

Total =

(Rupees

) only plus GST extra

NB: - The contractor must take all safety measures and arrange their own ladder, scaffolding, temporary platform etc. required to do the jobs safely.

एम. एन. युगेश युवराजा/(M.N.Ugesh Uvaraja)

संयंत्र अभियन्ता(विद्युत्)/ PE(E), U&B-III