

ब्रह्मपुत्र वैली फर्टिलाइजर कॉरपोरेशन लिमिटेड
Brahmaputra Valley Fertilizer Corporation Limited
(A Government of India Undertaking)

नामरूप/NAMRUP

कॉर्पोरेट पहचान संख्या/Corporate Identity Number: U24123AS2002GOI006786

यांत्रिक विभाग (अमोनिया-III)/ Mechanical Department (Ammonia-III)

एनआईटी और निविदा दस्तावेज/NIT and Tender document

Tender Reference Number: N-III/Mech-5/Cont-/1325/01

दिनांक /Date: 01/04/2022

Name of Work:

**" Overhauling of E.O.T cranes in various section of N-II and N-III
plant of BVFCL"**

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

निविदा सूचना सारांश/ Tender Information Summary (TIS)

Brahmaputra Valley Fertilizer Corporation Limited, Namrup (hereinafter referred to as 'the Procuring Organisation/ the Procuring Entity'), invites proposals (hereinafter referred as the 'bid(s)') through **ONLINE TENDERING in two bid system** for entering into a contract for the work detailed below:

1.0 मूल निविदा विवरण /Basic Tender Details			
Tender Title	Overhauling of E.O.T cranes in various section of N-II and N-III plant of BVFCL.		
Tender Reference Number	N-III/Mech-5/Cont- /1325/01		दिनांक /Date: 01/04/2022
Tender Type	Open Tender	Earnest Money Deposit (Exempted for MSE bidders)	Bidder to submit EMD of ₹ 27,730.00 only in the form of A/C Payee Demand Draft in favour of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup payable at State Bank of India, Namrup Branch (Branch Code: 0223). The bidder is required to upload scanned copy of Demand Draft during bidding process. Refer GTC of tender document for criteria for exemption of EMD. Tenders received without EMD are liable to be rejected.
Tender Category	Services		
Bidding System	Two Stage Bid (1. Techno commercial bid & 2. Price Bid)		
Form of Contract	Open		
e-Reverse Auction to be held after Financial bid opening	Yes		
Price Variation	No		
2.0 Critical Dates			
Published Date	01/04/2022	Bid Validity (Days from the date of Tender Opening)	180 days
Clarification Start Date & Time	01/04/2022 18.00 Hrs	Clarification End Date & Time	11/04/2022 15.00 Hrs
Bid Submission Start Date & Time	01/04/2022 18.00 Hrs	Bid Submission Closing Date & Time	21/04/2022 15.30 Hrs
Tender Opening (techno-commercial bid) Date & Time	22/04/2022 15.30 Hrs	Tender Opening (Financial bid) Date & Time	To be intimated later
Pre bid meeting date	N/A	N/A	N/A
3.0 Obtaining the Tender Document and clarifications			
e-Procurement Portal and helpdesk for Document availability and submission	https://etenders.gov.in/eprocure/app Name : Helpdesk Landline No : 0120-4200462,4001002,4001005, 6277 787 Email ID: support-eproc@gov.in		
Office/ Contact Person/ email for clarifications of BVFCL	Name: Tapan Das Designation: Addl.Chief Engineer Email: tapandas@bvfc.com		
5.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to	Addl.Chief Engineer (Mechanical), AG &U-II Brahmaputra Valley Fertilizer Corporation Ltd., Namrup P. O. – Parbatpur – 786623, Dist-Dibrugarh(Assam)		
Instructions for Online bid Submission	As Attached with the tender		
Tender Opening Place	On e-procurement portal(s) mentioned above		
6.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded			
Physical documents required/ permitted to be submitted	Yes		
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	Within 10 Days of due date of online submission of the Bids		
Address of Physical Submission of Hard copy of bid documents	Addl. Chief Engineer (Mechanical), AG &U-II Brahmaputra Valley Fertilizer Corporation Ltd., Namrup P. O. – Parbatpur – 786623, Dist-Dibrugarh(Assam)		

1.1.Submission of Bids:

- 1) Tender shall be submitted **ONLINE** under a Two-Stage Bid system **electronically** as specified below:
First stage shall be for: "Technical& Commercial Un-Priced Offer". It shall contain all the required documents as spelt out in the tender document.
Second stage shall be for: "Price Bid" it shall contain item wise Prices as per format for SCHEDULE OF WORK, QUANTITY & RATE(S)- (To be submitted separately as an excel sheet)

Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) As per current Government orders, in lieu of bid security, **MSE bidders must furnish Bid Security Declaration (BSD) in their bid as per format given therein.** The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the BSD should be uploaded along with bids. Bids not complying with these provisions shall be rejected.

1.2.The Bidder should submit the following information along with the Tenders:

Full particulars of their capability

Address of the OFFICE / WORKS

The bidder should have the experience of similar nature of work (as per details given in "Eligibility Criteria" enclosed at Annexure-I) in Fertilizer/Refinery& petrochemicals in reputed CPSU/Govt./Semi-Government/JV-PSU/Private sector organization- 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:

Three similar completed works each costing not less than Rs. 4,70,000.00 (QR)

Two similar completed works each costing not less than Rs. 5,87,500.00 (QR)

One similar completed work each costing not less than Rs. 9,40,000.00

--ABOVE FIGURES ARE EXCLUDING TAXES--

The complete Address of the Organizations for which such works were/have been executed and also to substantiate their claims by furnishing copies of their credentials i.e work orders along with job completion certificate.

A self declaration in the bidders letter head duly signed & stamped stating that:

- a) 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.
- b) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.

In the absence of these documents Tenders may not be considered.

Scanned copies of the following information to be uploaded failing which the tender shall be liable to be rejected:

Permanent Account Number (PAN) from Income Tax Authorities.

P.F. Registration Number (PF No.) from Provident Fund Authorities.

GST registration certificate.

Declaration Forms as per Annexure-II & III.

ITR copies of last 3 (three) consecutive years.

Checklist (Annexure-XI)

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

1.3. Bid Opening & Other related terms:

- 1) Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.
- 2) 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 Price Bids of only techno-commercially suitable parties shall be opened subsequently on a later date which shall be intimated to them.
- 3) The Tenderer may visit the site, acquaint himself fully about the conditions of the site (At bidder's own cost) before quoting and no claim, whatsoever, will be entertained during execution of the work, at a later stage, merely on the plea of excess scope of work.
- 4) The bidder may ask/seek further information on bidding condition & process if any.
- 5) Incomplete Tenders or Tenders not accompanied with the required EMD would be liable to be rejected without any further reference whatsoever.
- 6) Tenderer shall confirm in their bids the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work failing which their offer is likely to be rejected. Bidder shall also upload signed & stamped copies of NIT and Tender documents as a token of acceptance.
- 7) Tender documents are also available in BVFCL's website www.bvfcl.com and <https://etenders.gov.in>. Interested parties may download the tender documents from the website. Any changes in NIT/extension in due date/ other corrigendum will appear in web site www.bvfcl.com and <https://etenders.gov.in> in future.

संलग्नक/Enclosures:

निविदा दस्तावेज/Tender document

बोलीदाताओं को निर्देश/Instruction to bidders

बीवीएफसी लिमिटेड, नामरूप के NIT और GDCC के अन्य सभी नियम और शर्तें लागू रहेंगी/All other terms & conditions of NIT and GDCC of BVFCL, Namrup shall remain applicable.

आपका विश्वासी/Yours faithfully,

बीवीएफसी लिमिटेड, नामरूप की ओर से/For an on behalf of BVFC Limited, Namrup

Addl.Chief Engineer (Mechanical), AG &U-II
E-Mail: tapandas@bvfc.com

निविदा दस्तावेज/ TENDER DOCUMENT

1 निविदा के नियम और शर्तें/Terms and conditions of Tender

1.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

1.2 Availability of the Tender Document

The Tender Document shall be published on the Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

2. बीवीएफसीएल के अस्वीकरण और अधिकार /Disclaimers and Rights of BVFCL

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- 2.1 Reject any or all of the Bids, or
- 2.2 Cancel the tender process; or
- 2.3 Abandon the procurement of the Services; or
- 2.4 Issue another tender for identical or similar Services

3. क्रेन विवरण/Crane Details:

3.1

Sl No.	Item	Make	Specifications	Quantity
1.	50 Tn EOT crane of AMM-III plant.	The ACME Manufacturing Co. Ltd. (Khandelwal Udyog division).	As per attached sheet	1 no.
2	Double box girder pendant push button operated flame proof 20 ton EOT crane of AMM-III plant.	The ACME Manufacturing Co. Ltd. (Khandelwal Udyog division). Sr. No. 1103	Span: 1) Driving side: 133000 mm 2) Driven side: 13300 mm 3) Overall length : 13750 mm 4) Wheel base: 4700 mm 5) Overall length of end carriage buffer to buffer : 6650 mm 6) Maximum vertical projection : 2250 mm 7) Wire rope: 18 mm dia, total length: 129 mtrs	2 no.
3	20 Tn EOT crane of AMM-II Plant	M/s Mukand Iron & Steel works. Sr No. 52214	Wire rope: Diameter = 17 mm Quality: 160-175 kg/mm ² ungalvanised, R.H. lay Length: 85.5 mtrs.	1 no.
4.	10 Tn EOT crane of CMW	M/s DEMAC	Rope dia: 0.75 inch Crane span : 70 ft Travel length : 75 mtr	1 no.
5.	20 Tn EOT crane of U-III Plant	M/s Khandelwal Udyog Crane No.-22586/R1-963	As per attached sheet.	01 no.

3.2 काम की गुंजाइश/SCOPE OF WORK:

If specifically not mentioned herein after or not mentioned anywhere else, The scope of work for all the cranes shall include but not limited to the following:

MECHANICAL:

1. Checking and tightening of all fasteners.
2. Checking, cleaning, servicing of all brakes, replacement of brakes, replacement of brake liners, lubrication of hinges. Pins and torque setting of all brakes. Replacement of thrust oil.
3. Checking of gear. Pinion of all gear boxes, & replacement of gear oil.
4. Checking of all thrust bearing & replacement of bearing if required.
5. Checking of wire rope condition and its lubrication and providing of cardium compound on them.
6. Checking condition of wheels and cleaning & lubrication of wheels & replacement of bearing if required.
7. Checking and cleaning of current collectors replacement of current collector if required..
8. Checking, cleaning of all coupling and their lubrication. Replacement of coupling bolts if found damaged.
9. Checking, cleaning and lubrication of both bottom blocks (Hook).
10. Checking, cleaning and lubrication of equalizer and Centre pulley.
11. Checking, cleaning and lubrication of all cable trolleys.
12. Checking of welding joints & weld the joint if required.
13. Checking of condition of brakes drum/ rope drum & replacement if required.
14. Load testing of all the EOT cranes.

ELECTRICAL:

1. Checking and tightening of electrical terminals.
2. Checking, cleaning of contactor contact, replacement if needed.
3. Checking, cleaning and setting of timer of all time delay relay.
4. Checking, cleaning and setting of all overload relay.
5. Checking, cleaning and setting of all master controllers and their lubrication.
6. Checking, cleaning of MCB, MCCB, elect. switches and replacement if required.
7. Checking, cleaning, and setting of all limit switches & replacement of limit switch.
8. Checking, cleaning of slip ring and carbon brushes of motors.
9. Checking, cleaning and lubrication of motors bearings and replacement of bearings if required.
10. Inspection of all panel wirings and rewiring of damage wiring.
11. Checking & rectification of interlocking system. Checking, cleaning of all resistance boxes and setting their elements for smooth and safest operation of crane.
12. Checking of control cable for pendent remote.
13. Replacement of Motor terminal blocks, motor NDE side Cooling fans and fan covers, if required.
14. Replacement of Slip Rings and Carbon Brushes if required.
15. Replacement of Power and Control Cables if found damaged.
16. Replacement of Copper Flexible Trailing Cables for CT, LT, Main Hoist, Aux Hoist and main flexible copper power cables, if required.
17. Repairing and servicing of all limit switches along with supply of spares if required.
18. Complete Overhauling and Servicing of control panels and Junction Boxes including spare parts if required.
19. Repairing and servicing of R-Q resistance boxes including spare parts if required.
20. Supply and replacement of Flame Proof pendent push button start stop control station suitable for Group-III Gases BS 229 and other associated components.
21. Overhauling of all wheels of long Travel (LT) and Cross Travel (CT) including supply and replacement of bearing if required.
22. Supply of materials and application of cardium lubricating compound on wire rope slings for proper water proofing and longer protection of ropes.
23. Overhauling and servicing of crane hook assembly of Main Hoist and Aux. Hoist.

24. Thorough cleaning of crane surface with wire brush, emery papers etc. and application of two coats of red oxide primer of approved brand and two coats of approved brand Zinc Bulk Paint including supply of paints and consumables.

Note:

1. All necessary inspection reports along with safe working load certificate for each crane to be furnished after completion of job.
2. All spares i.e bearings, brake pads, seals etc. required for replacement at the time of servicing shall be supplied by contractor.
3. All standard engineering practices and safety procedures shall be followed till completion of the job.
4. Any other activities, not included above required for successful completion of the job shall be in the party's scope.

3.3 अनुबंधित का दायरा/CONTRACTOR'S SCOPE:-

- 3.3.1** Mobilization and demobilization of required manpower, tools & tackles (including special tools etc.) and other equipments.
- 3.3.2** Insurance of their personnel.
- 3.3.3** Arrangement of all necessary safety gadgets.
- 3.3.4** Furnishing of report after completion of job.

3.4. BVFCL'S SCOPE:

- 3.4.1 Water, air and electricity, lights as required for and during execution of work.
- 3.4.2 Grease, gear oil, cotton waste.
- 3.4.3 Hydra, scaffolding , if required will be on BVFCL scope.
Lodging & boarding in BVFCL Guest House subject to availability and local conveyance (BVFCL Guest house to site and back only)
- 3.4.4 Site Stores
- 3.4.5 Free medical facility to be offered to your workmen in case of accidents / injuries while at work shall be limited to provision of first aid only.

3.5 . समय सारिणी/समापन समय /TIME SCHEDULE/COMPLETION TIME:

- 3.5.1** Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **60 (Sixty)** days.

4. सामान्य नियम और शर्तें/GENERAL TERMS & CONDITIONS:

- 4.1** Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. Submission of tender implies that the Bidder has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained
- 4.1.1** The following tenders will be liable to be summarily rejected:
 - 4.1.1.1** Tenders submitted by Bidder(s) who resort to canvassing.
 - 4.1.1.2** Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
 - 4.1.1.3** Tenders not accompanied by the required Earnest Money Deposit.
 - 4.1.1.4** Tenders received late / delayed.
 - 4.1.1.5** If the Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

4.2 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, 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.

4.3 VALIDITY OF CONTRACT:

Validity of the contract shall be for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.

4.4 ESCALATION IN RATES:

The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.

4.5. SECURITY DEPOSIT-CUM /WORKMANSHIP GUARANTEE:

For due and faithful execution and performance of the contract the contractor shall provide the Owner with financial guarantee in the form of a Bank Guarantee, issued by any Nationalized Bank, for sum equivalent to 3% of the total contract value within a period of 30 days of placement of work order. The Bank Guarantee so executed shall be valid till the expiry of defect liability period with provision of claim period of up to 06 months.

No interest shall be paid on E.M.D. and S.D.

4.6. 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 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:

- ❖ National Small Industries Corporation (NSIC)
- ❖ District Industries Centres (DIC)
- ❖ Coir Board
- ❖ Khadi and Village Industries Commission(KVIC)
- ❖ Khadi and Village Industries Board(KVIB)
- ❖ Directorate of Handicrafts and Handloom
- ❖ Udyog Aadhar Memorandum.

MSE bidders must furnish Bid Security Declaration (BSD) in their bid as per format given therein

5. TERMS OF PAYMENT:

5.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bills **along with relevant documents/reports** subject to meeting the prescribed criteria of the work/supply. However, 100% payment is subject to fulfillment of Security Deposit-Cum- /Workmanship Guarantee as in noting at **clause no 4.5** of General Terms & Conditions. In case the party does not submit Security Deposit-Cum-Performance/Workmanship Guarantee as stated above, 97% value of the completed work will be released. The balance 3% shall be retained as Security Deposit which will be released after successful completion of the guarantee period.

5.2 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.

5.3 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.

5.4 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.

5.5 Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 5.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.

5.6 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.

5.6.1 LIQUIDATED DAMAGE:

In the event that the work is not completed according to the time schedule, the Contractor shall have to pay Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 5 % of the total value of the work.

6. PERIOD OF LIABILITY:

The bidder shall stand **guarantee for** the work done for trouble free operation for a period of 06 months from the date of commissioning. Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall, upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. The **workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 6 (six) months of the balance period** as stated above, whichever is later.

7. TERMINATION OF CONTRACT:

7.1 If the Contractor becomes unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also terminate the contract after giving a 1(One) day's notice in writing, if, in its opinion, the work under the contract is not being executed to its satisfaction:

7.2 If, at any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 1 day by the Engineer-In-Charge,
OR

7.3 If the Contractor persistently disregards the instructions of Engineer-In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing is given to him by the Engineer-In-Charge.
OR

7.4 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority. OR

7.5 If the Contractor abandons the contract , OR

7.6 If the Contractor becomes bankrupt / insolvent. OR

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

7.8 Persistently fails to adhere to the agreed program of work, OR

7.9 Sublets the work in whole or in part thereof without BVFCL's consent in writing OR

7.10 Performance is not satisfactory or work is abnormally delayed.

7.11 BVFCL shall have right to get the leftover jobs done by alternative agencies at the Risk & Cost of the Contractor besides other legal remedies available to it.

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.

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.

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

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.

8. 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.

9. 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.

10 ENGINEER IN-CHARGE:

The Engineer-in-charge shall have general supervision and direction of the work. He/she has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He/she 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.

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.

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time. 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.

11. 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.

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time. 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.

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.

12. SAFETY REGULATIONS:

The contractor shall observe and abide by all fire and Safety regulations of the BVFCL. Before starting maintenance work, the Contractor shall consult BVFCL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by BVFCL, when requested. He shall be responsible for and must make good to the satisfaction of the BVFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the BVFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation.

13. 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.

14. 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.

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).

15. 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.

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 (email: vigilance@bvfc.co.in)

Addl.Chief Engineer (Mech), AG& U-II

ELIGIBILITY CRITERIA FOR THE BIDDER

1. Tenderer should have experience of similar work means experience of execution of "Overhauling of E.O.T cranes" in any of the following industry:

"Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and private sector".

2. The bidder shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim of doing such work directly by them on their independent capacity (work order should be issued by the organization directly on the contractor who has participated in the tender. The job carried out by the contractor for the organization through other agency where the work order is not in the name of the contractor shall not be considered for further evaluation purpose i.e. **WO in the capacity of sub-contractor shall not be accepted**) and 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 each costing not less than Rs. 4,70,000.00 (OR)
- b. Two similar completed works each costing not less than Rs. 5,87,500.00 (OR)
- c. One similar completed work each costing not less than Rs. 9,40,000.00

--ABOVE FIGURES ARE EXCLUDING TAXES--

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:

ANNEXURE-II

(Part of Contract)

DECLARATION FORM

Date:

To

Addl. Chief Engineer (Mechanical), AG & U-II
BVFCL, Namrup

Sub.: Overhauling of E.O.T cranes in various section of N-II and N-III plant of BVFCL.

Dear 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 as per attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. BVFCL and hereby bind myself/ ourselves to complete the work schedules and progress of work.

I/We 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 Brahmaputra Valley Fertilizer Corporation Limited, Namrup, I/ we bind myself/ ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which we shall have no objection to the forfeiture of the Earnest Money lodged with BVFCL, Namrup.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder with SEAL)

Address :

.....

.....

ANNEXURE-III

(Part of Contract)

DECLARATION FORM(STATUORY)**THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR**

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof	P.F. Reg. No.		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	PAN No.		
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof	G.S.T. Reg. No.		
6	GEM REGISTRATION ID/NUMBER, IF REGISTERED			
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 Contractor/ Bidder with SEAL)

Address : -----

Place :

Date :

BID SECURITY DECLARATION

Ref. No: N-III/Mech-5/Cont-1325/

Date:

To

Addl.Chief Engineer (Mechanical), AG & U-II
BVFCL, Namrup

Sub.: **'Overhauling of E.O.T cranes in various section of N-II and N-III plant of BVFCL'.**

Dear Sir,

I.....

.Son/Daughter of

Shri.....Proprietor/Partner/C

EO/MD/Director/Authorised signatory of M/s

..... am competent to

sign this declaration and accepting "BID SECURITY DECLARATION" in lieu of bid security.

I/we are well aware of the fact that withdrawing or modifying our bids during the period of validity etc. would lead to suspension of our tender for the time specified in the tender documents as per office memorandum Ref no. F.9/4/2020-PPD dtd. 12th Nov. 2020 of Rule 170 of General Financial Rules (GFRs) 2017 under Ministry of Finance.

I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my/our acceptance for the same.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder/Authorized Person with SEAL)

Address :

.....

.....

Place.....

Bidder Information

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

- a) Name of the Company:
- b) Corporate Identity No. (CIN):
- c) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
.....
- d) Place of Registration/ Principal place of business"
- e) Complete Postal Address:
- f) Pin code/ ZIP code:
- g) Telephone nos. (with country/ area codes):
- h) Mobile Nos.: (with country/ area codes):
- i) Contact persons/ Designation:
- j) Email IDs:

2) Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

Bidder shall give information strictly as per this form:

A) In case of individual	
i)	Name of Business
ii)	Whether his Business is registered
iii)	Date of commencement of business
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year
B) In case of Partnership	
i)	Name of Partnership
ii)	Whether the Partnership is registered
iii)	Date of establishment of firm
iv)	If each of the partners of the firm pays Income-Tax over Rs. 10,000/- a year and if not which of them pays the same
C) In case of Limited Liability Company or Company Limited by Guarantee	
i)	Amount of paid up capital
ii)	Name of Directors
iii)	Date of Registration of Company
iv)	Copies of the last two years' Balance Sheets of the Company
D) Income Tax	
i)	Income Tax Clearance Certificate for previous years.

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Deviations from NIT terms, if any

Note to Bidders: Highlight in this Form any deviations, if any, from Schedule of Requirements, Background and Services and Activities Schedule. For clarity, you may add your Background.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Deviation/ Exception	Justification/ Reason
	Section	Clause/ sub-clause			
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in NIT and Tender documents, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

(SIGNATURE OF BIDDER WITH SEAL)

Name :
Dated :
Place :

ANNEXURE-VII

DETAILS OF EXPERIENCE

Bidder shall give information of similar works done as per Eligibility Criteria during the **past seven years** strictly as per proforma given below:

Sl. No	Full particulars of similar work carried out by Bidder	Value of Contract	Contract Completion time	Actual completion time	Year of completion	Name & Postal Address of Client
1.						
2.						
3.						

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Financial Capability Statements

(To be submitted as part of Technical bid)

(on Company Letter-head)

Financial Statements and Ratios*Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form.*

Financial Data for Previous Three (3) Years			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Financial Ratios (Bidders to fill this table. BVFCL shall verify during the review process)			
Current Ratio			
Debt Ratio			

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----
Dated : -----
Place : -----

Checklist for Bidders

(To be submitted as part of Technical bid)
(on Company Letter-head)

Sr	Documents to be submitted, duly filled, signed/NIT compliances	Yes/ No/
1)	Bidder has studied complete NIT and Tender documents, Compliance	
2)	TECHNO- COMMERCIAL BID FORM	
3)	Submission of supporting documents as per Annexure-I: Eligibility Criteria	
4)	Declaration forms as per Annexure-II and Annexure-III	
5)	Bidder has studied Annexure-IV: Work plan and its Compliance	
6)	Self-attested copy of MSME registration, in case of MSE bidder	
7)	EMD in the form of demand draft: For Non-MSE bidders	
8)	Self-attested copy of statutory requirements of NIT	
9)	Schedule of Requirements - Compliance	
10)	Certified that the manpower to be deputed are fully capable for execution of the overhauling jobs along with machining operation as per scope of work.	
11)	Submission of all requirement as per Annexures attached	
12)	Performance Standards and Quality Assurance - Compliance	
13)	Terms and Conditions - Compliance	
14)	Audited Profit and loss account and balance sheet of last 3 (three) consecutive years.	
15)	Physical/Hard copies of NIT and tender document duly signed and stamped sent to the address mentioned in Tender Information Summary.	
16)	Commercial requirements as per NIT	
17)	This Checklist	
18)	Price Schedule (BOQ) Excel Sheet downloaded from the Portal and filled and uploaded	

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----
Dated : -----
Place : -----

SCHEDULE OF WORK, QUANTITY & RATE(S)
(SPECIMEN COPY-TO BE FILLED ONLINE ONLY)

(PRICE BID)

SI No	Description	Qty	Unit Rate (Rs.)	Amount (Rs.)
1.	Overhauling of 50 Tn EOT crane of AMM-III plant.	1 No.	FILL ONLINE	FILL ONLINE
2.	Overhauling of Double box girder pendant push button operated flame proof 20 ton EOT crane of AMM-III plant	2 No.	FILL ONLINE	FILL ONLINE
3.	Overhauling of 20 Tn EOT crane of AMM-II Plant	1 No.	FILL ONLINE	FILL ONLINE
4.	Overhauling of 20 Tn EOT crane of U-III Plant	1 No.	FILL ONLINE	FILL ONLINE
5.	Overhauling of 10 Tn EOT crane of CMW	1 No.	FILL ONLINE	FILL ONLINE
Sub Total				FILL ONLINE
G.S.T @ 18%				FILL ONLINE
Total amount				FILL ONLINE

Notes:

1. **The Rates quoted online should be inclusive of all Taxes, Duties, Royalties, travelling, mobilization charges and other Statutory Levies to be payable except GST.** Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
2. **TDS** shall be applicable as per Income Tax Rules.
3. **The Bid shall be placed on techno commercially overall L1 acceptable bidder.**

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL: