

**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. Elect-Tel/NIT-01/22/345

Date: 24 -02-2022

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	"Comprehensive Annual Maintenance Contract of EPABX Telephone Exchange in BVFCL, Namrup." Estimated cost: Rs. 4, 74, 950.00/- (Including GST)	11,874.00	2 Year	118.00

For the subject job, we request you to tender your quotation in **Two bid system**. **The bid shall contain:** Sealed tenders are invited for the above work (Scope of work enclosed at Annexure I) through DTDC Courier/ by hand within the last date of receipt of quotation indicated below (at Sl No 2). The job is to be carried out as per Terms & Conditions stipulated hereunder and in Annexure –A, I, I (A), II, III, IV, V & GDCC enclosed herewith.

1) Earnest money deposit. Rs. 11,874.00 (Rupees Eleven thousand Eight hundred Seventy Four only) in the form of Demand Draft / Challan towards EMD and Rs. 118 (Rupees One hundred 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. **Challan that can be downloaded through BVFCL website. One Challan copy must be submitted along with the tender documents.**

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 | |

Tender papers {NIT, Scope of work, Schedule of quantities (Format for Price Bid), Terms and Conditions of NIT} are to be down loaded from the web-site www.bvfcl.com and www.etender.gov.in.

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 for any postal delay 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. BVFCL, Namrup reserves the right to cancel any or all quotations received, without assigning any reason thereof.

2. 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

3. Issue of tender documents from : 24 .02.2022

4. Last date of submission of tender papers : 16 .03.2022 at 03.00 P.M

5. Scheduled date of opening of techno-Commercial Bid : 16 .03.2022 at 03.30 P.M

For the subject job, we request you to tender your quotation in **Two bid system** along with the following documents:

- Earnest money deposit and Tender paper Cost.
- Documents against experience of party having minimum 5 Years experience in Installation and Maintenance works in similar EPABX Technology Coral IVDX and model ADX 600.

Work Order Copies of similar works carried out by the contractor in Govt. Sectors / PSU or Reputed Private Sectors 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:

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

Or

Contd.

II) Two similar completed works costing not less than the amount equal to each 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) Also the party's representative should be well equipped with necessary spare cards and tools.
- d) The party should have minimum 01 set of Control cards and 02 sets of FLC cards at their stock.
- e) Enquiry requesting quotation along with enclosures [Annexure –A, I, I (A), II, III, IV, V & GDCC] duly signed on each page by the Contractor under official seal as a token of acceptance.
- f) **Deviations, if any, to our terms & conditions (to be submitted on letter head of the contractor Duly signed on each page).**
- g) **Contractor will have to furnish self certified photocopies of the following documents:**
- i) Copy of PAN /TAN Certificate issued by the concerned IT authority.
 - ii) Copy of GST Registration certificate etc.
 - 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.
 - iv) In lieu of EMD Bid Security Declaration to be submitted as per Annexure-V.

6) The price Bid shall contain:

Detailed break-up of price as per the format in Annexure- A showing applicable GST element clearly along with terms and conditions shall be furnished. 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 Bid will be opened on due date and time in the chamber of the Addl.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.

7) 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.

8) 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 of any person demand 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.

- **Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

(L. Raj)

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Annexure –A

Schedule of quantities

Name of the work: Comprehensive Annual Maintenance Contract of EPABX Telephone
Exchange in BVFCL, Namrup.

NIT No. : Elect-Tel/NIT-01/22/345

Date: 24-02-2022

FORMAT FOR PRICE BID

SL No	Job description	Qty	Rate(Rs.)		Amount (Rs.)
			In Figure	In words	
1.	Annual Maintenance Contract Charges of EPABX system model ADX600 along with Dyna make FCBC (Note: Excluding GST) Note: the party must provide the components for the cards if to be repaired and any items like fuse Free of cost.	1 System For 02 years			
3.	Sub Total				
4.	GST @18%				
5.	Grand Total				

(Rupees

) only

Signature of the bidder
With Seal

Name and address:-.....

.....

.....

Date:.....

Place:.....

Annexure –I

SCOPE OF WORK

Your scope of work:

- i) It includes 8(Eight) nos. of chargeable quarterly scheduled visits by your service Engineer during this AMC period of 2(Two) year, each visit will be approximately after 3(Three) months from the preceding visit which will be planned to avoid weekly OFF days & Holidays. In the scheduled visits your Engineer will carry out routine checkup of the telephone exchange under contract. The first visit will be within 1(One) month of the commencement of the contract.
- ii) You will also depute your Engineer as and when required to attend our breakdown calls. In case of breakdown calls service shall be provided even on holidays or in odd hours if required free of charge. Your service Engineer shall have to report at site within 24(Twenty four) hours on receiving phone call/fax for emergency visit.
- iii) If requirement arises you shall have to provide telephonic assistance to our people in matters related to service problems of the Telephone Exchange.
- iv) As the AMC is of Comprehensive nature, your scope will also include supply of components free of cost for replacement of damaged/defective ones.
- v) If any visit is required to be made by your Engineer in between any two normal quarterly visits for replacement of components to keep the system healthy, the visit shall be free of charge.
- vi) Your Engineer shall carry out routine checkup / preventive maintenance check of the telephone exchange in the normal quarterly visits. This will include checking of Telephone Exchange in totality to provide uninterrupted communication system.
- vii) Your Engineer will come prepared with probable replacement spares. He will check the telephone Exchange for its healthiness and will rectify the defects found by replacing required components with new one(s) free of charge.
- viii) In normal visits your Engineer will have to replace any spares in the Exchange free of cost if required. During emergency visit you will have to ensure that, replacements of spares are planned well in advance and performance of exchange shall be in no way being affected due to non availability of spares.
- ix) Your Engineer in their visit for routine maintenance will check & report the conditions of the batteries. However, replacement/repair/maintenance of the batteries shall be under scope of BVFCL.

(L. Raj)

उप मुख्य अभि.-वि./Dy.CE (E)

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

- i) BVFCL Guest house Lodging Facility for the Service Provider shall be provided by BVFCL in chargeable basis.**
- ii) As the tender is comprehensive in nature, materials will required to be supplied by the party free of cost.**
- iii) Temporary gate pass facilities for Contractor's engineer will be made during entries for maintenance visits.**
- iv) BVFCL shall not arrange any to & fro transportation to the service engineers.**

(L. Raj)

उप मुख्य अभि.-वि./Dy.CE (E)

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 03% 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 –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. In lieu of EMD Bid Security Declaration to be submitted as per Annexure-V.
9. 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 6(Six) months from the date of successful completion of the Work. The security deposit shall be retained by BVFCL, Namrup, till the guarantee period is over.

2.00 COMPLETION TIME

Time shall be the essence of the contract and the contract period for this Comprehensive AMC shall be **2 (Two) Year** including Sundays and holidays.

3.00 Transportation & Insurance:

BVFCL will not arrange to & fro for the service engineers from your side

3.00 PAYMENT TERMS

3.01 The party will be paid running bills considering the job done by the party against each quarterly visit. Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below:

- 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 06(Six) months from the date of completion of the work.
- c) Bill will be released within 30 days after submission of Final Bill/Running Bills duly certified by the executing department.
- d) Any clarification from the contractor/suppliers/service providers on the bill submitted by the contractor should be sought within 15 days; similarly the contractor should be required to submit the clarification within that time.

Security Deposit, however, will not earn any interest. All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.

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 well 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

- 3.01 The tenderer shall deposit the Earnest money in mode of Challan receipt, in favour of BVFC LTD. Or in the form of Demand Draft 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, 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.

4.0 TOOLS & ACCOMODATION

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

5.0 SAFETY MEASURES

- 5.01 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.
- 5.02 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.
- 5.03 The contractor has to obtain safety permit from competent authority fro working in hazardous conditions and all safety rules should be followed strictly.

6.0 MEDICAL FACILITIES

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

7.0 FORCE MAJURE

7.01 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.

7.02 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.

8.0 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'.

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

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

8.03 The venue of arbitration shall be New Delhi, India

9.0 LAW GOVERNING THE CONTRACT

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

10.0 DECLARATION OF TENDERER

10.01 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

Tender Notice No.:- Elect-Tel/NIT-01/22/ 345

Date: 24.02.2022

/

Bid Security Declaration Form

To,
The Addl. Chief Engineer (Elect),
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 : -----
