

निविदा आमंण सूचना/NOTICE INVITING TENDER

निविदा सूचनासारांश/Tender Information Summary (TIS)

Brahmaputra Valley Fertilizer Corporation Limited, Namrup (hereinafter referred to as 'the Procuring Organization/ the Procuring Entity'), invites sealed tenders (hereinafter referred as the 'bid(s)') on item rate / lump sum basis from experienced & approved contractors for the work detailed below:

1.0 मूल निविदा विवरण /Basic Tender Details			
Tender Title	execution of cable tray laying job from NGBC, PAC, PRC & SGC Compressor of Ammonia-III plant to Central Control Room (CCR) which is required for the upgradation of all 04 (four) compressor from existing panel based control system to DCS cum PLC based control system in the upcoming shutdown of ATA 2024.		
Tender Reference Number	N-III(I)/INST/AMM-III/2024/CONT-04/391 Date: 07-11-2024		
Tender Type	Open Tender	2050	
Tender Category	Works		
Estimated Value (₹)	82,579.00/- (inclusive of GST)		
Bidding System	Single Stage Bid		
		Tender Paper Cost	100.00+GST@18%= ₹ 118.00
Price Variation	No	Bid Validity (Days from the date of Tender Opening)	180 days
2.0 Critical Dates			
Published Date	07/11/2024	Last date of submission of tender papers	27/11/2024 15.30 Hrs
Closing date of sale of Tender Papers	27/11/2024 15.00 Hrs	Tender Opening Date & Time	27/11/2024 16.00 Hrs
3.0 Obtaining the Tender Document and corrigendum/addendum			
Website for Document availability	www.bvfcl.com		
5.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to	Sr. Manager (Inst), HOD, Instrumentation Department Brahmaputra Valley Fertilizer Corporation Ltd., Namrup P. O. – Parbatpur – 786623, Dist-Dibrugarh(Assam)		
Instructions for manual bid Submission	Tender papers / documents can be obtained during working hours on application to the undersigned and on the payment of the tender paper cost as mentioned above in cash. Tender papers also available in BVFCL website. Tender paper cost & Earnest Money shall be submitted in the form of SBI Bank challan which shall be obtained from BVFCL website in "Download link". The copy of the Bank challan shall be submitted along with bid document. The tender should be submitted in sealed envelope along with required tender paper cost & Earnest Money in the form of Payment Challan issued by BVFCL, Namrup & payable at S.B.I., Namrup. The complete bid document (All the pages of the Tender) shall be initiated at the lower right hand corner and signed & stamped, wherever required in the Tender Documents, by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the Tenderer, before submission of the Tender. All corrections and alterations in the Tenders shall have to be signed by the Tenderer with date. No erasing or overwriting would be permissible.		
Tender Opening Place	Office of the Sr. Manager (Inst), HOD, Instrumentation Department Brahmaputra Valley Fertilizer Corporation Ltd., Namrup P. O. – Parbatpur – 786623, Dist-Dibrugarh(Assam)		
Opening of tender	The tender will be opened on the above scheduled date and time in presence of the Tenderer or their authorized representative who may like to be present. BVFCL, Namrup will neither be responsible nor consider the late submitted tenders.		

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

- 1.1.1 Permanent Account Number (PAN) from Income Tax Authorities
- 1.1.2 P.F. Registration Number (PF No.) from Provident Fund Authorities, if applicable
- 1.1.3 Address of the OFFICE / WORKS
- 1.1.4 GST registration certificate
- 1.1.5 Declaration Forms as per Annexure attached with the tender
- 1.1.6 **Details of previous experience:** The bidder must have at least three years experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government / PSUs / Nationalized Banks / Reputed Organizations. Services rendered with list of such Central/State/PSUs/Nationalized Banks/Reputed Organizations with duration of service shall be furnished.
- 1.1.7 The bidder must have successfully executed/completed similar services (definition of "similar services" should be clearly defined), over the last three years i.e. the current financial year and the last three financial years:
 - a) Three similar completed services costing not less than the amount equal to 40% (Forty per Cent) of the estimated cost; or
 - b) Two similar completed services costing not less than the amount equal to 50% (Fifty per Cent) of the estimated cost; or
 - c) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

--ABOVE FIGURES ARE INCLUDING TAXES--

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

- 1.1.9 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

संलग्नक/Enclosures:

निविदा दस्तावेज/Tender document

All other terms & conditions of GDCC of BVFCL, Namrup shall remain applicable.

आपका विश्वासी/Yours faithfully,

बी वी एफ सी लिमिटेड, नामप की ओर से/For an on behalf of BVFC Limited, Namrup

(H. K. Gupta)
Dy. Manager (Inst.)
Instrumentation Deptt.

निविदा दस्तावेज/TENDER DOCUMENT
निविदा के नियम और शर्तें/Terms and conditions of Tender

1.2. काम की गुंजाइश/SCOPE OF WORK:

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

The scope of work shall include but not limited to the following:-

execution of cable tray laying job from NGBC, PAC, PRC & SGC Compressor of Ammonia-III plant to Central Control Room (CCR) which is required for the upgradation of all 04 (four) compressor from existing panel based control system to DCS cum PLC based control system in the upcoming shutdown of ATA 2024.

- 1) Execution of job as directed by Engineer-in-charge as per standards and laid down procedure.
- 2) Arrangement of all the spanners (excluding special tools), chain pulley blocks, lifting sling, D-shackles, gas cutting set, etc. required for execution of the jobs.
- 3) Arrangement of grinding machine (including cutting & grinding wheels), welding machine (including electrodes) as required for execution of cutting & welding jobs.
- 4) Mobilization of required manpower for execution of work.
- 5) Necessary scaffolding as required.
- 6) Mounting of cable trays and support structure with cable layed mounting in it.
- 7) Cable mounted must be fixed with clamps provided.
- 8) Trial run/test after completion of work and necessary rectification (if required).
- 9) Site Clearance.
- 10) Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL.
- 11) Maintaining register for attendance of the personnel engaged/measurement of job executed duly countersigned by the engineer in charge.

General conditions:

1. All tools and tackles, cutting and welding appliances and accessories, if required, shall be adequately supplied by the executing agency.
2. Any scaffolding required will have to be arranged by the executing agency and also their assembling and dismantling.
3. All best engineering practices and procedures and safety gadgets to be strictly followed to carry out the job
4. Cleaning of site debris/waste to dumping yard after finishing of job.
5. Returning of unused supplied material(s) to the Engineer-in-charge.
6. Jobs should be executed as instructed by the Engineer-in-charge.

1.3. अनुबंधितकादायरा/CONTRACTOR'S SCOPE:-

- 1.3.1 Mobilization and demobilization of required manpower, tools & tackles and other equipments.
- 1.3.2 Arrangement of all consumables such as emery paper, markin cloth.
- 1.3.3 Arrangement of all necessary safety gadgets.
- 1.3.4 All other required items to complete the job.

1.4. बी.वी.एफ.सी.एल का दायरा/BVFCL'S SCOPE:-

- 1.4.1 Water, air and electricity, as required for and during execution of work.
- 1.4.2 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.

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

- 1.5.1 Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within **10 (Ten) days** after site clearance.

सामान्य नियम और शर्तें/GENERAL TERMS & CONDITIONS:

1.6. 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.

1.7. 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.

1.8. 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 10% 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.

1.9. 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:

- a. National Small Industries Corporation (NSIC)
- b. District Industries Centres (DIC)
- c. Coir Board
- d. Khadi and Village Industries Commission(KVIC)
- e. Khadi and Village Industries Board(KVIB)
- f. Directorate of Handicrafts and Handloom
- g. Udyog Aadhar Memorandum.

1.10. 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.

Sub-Contracting: Sub-Contracting of the job is 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.

1.11. MEASUREMENT:

Payment to be released as per joint measurement taken by contractor and BVFCL engineer and duly certified for actual quantity of work executed and at the rates quoted by you and accepted by BVFCL.

1.12. ENGINEER IN-CHARGE:

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.

Completion period mentioned is essence of the contract and the executing agency must strictly adhere to completion the job in allotted time frame. In no case party shall be allowed to divert manpower allocated on this job.

To affect the above, party may visit the site to access the job fully and if required may consult the undersigned regarding requirement of skilled and unskilled manpower.

Party must give undertaking of performing similar nature of job in Fertilizer or any other organization Govt. or Semi Govt. and in support of this party must submit work order copy completed with completion of job successfully.

BVFCL reserves the right of cancelling 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.

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 abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.

The tenderer must pay their workmen the minimum wages & facilities as per latest circular of Central Govt.

The Tenderer shall have to make an exgratia payment of ₹ 1000.00 (₹ One Thousand) only to the dependents of labour in the event of the labour's death occurring while on duty. The payment will be made by BVFCL immediately & will be recovered from the Contractor's bill.

1.13. TERMS OF PAYMENT:

- 1.13.1** 90% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply. However, 10% payment is subject to fulfillment of Security Deposit-Cum- /Workmanship Guarantee as in noting at clause no 1.8 of General Terms & Conditions. In case the party does not submit Security Deposit-Cum-Performance/Workmanship Guarantee as stated above, 90% value of the completed work will be released. The balance 10% shall be retained as Security Deposit which will be released after successful completion of the guarantee period.
- 1.13.2** 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.
- 1.13.3** 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.
- 1.13.4** 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.
- 1.13.5** Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 2.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.
- 1.13.6** 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.

1.14. 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.

1.15. LAST DATE OF SUBMISSION OF TENDERS AND OPENING DATE:

1)Tenders completed in all respect shall be submitted to Sr. Manager (Inst), HoD, Brahmaputra Valley Fertilizer Corporation Limited, Namrup, P.O. Parbatpur, Dist.: Dibrugarh, Assam Pin- 786623 (Fax- 0374-2500524, Telephone- 0374-2507336) by registered post/ courier/ or dropped in the sealed tender box provided in the office of Tender Inviting Authority so as to reach him on or before the stipulated date and time mentioned in the TIS.

2)If closing date of sale of tender papers/ last date of submission of tender papers/ scheduled opening date of tender happen to fall on Bandh Day/ Strike Day/ Holiday at Namrup, then the next working day shall be counted.

1.16. TENDER LIABLE TO REJECTION:

Clause number 16 of GDCC tenders are liable to be rejected on following grounds:

- 1) Tenders submitted by tenderer who resort to canvassing.
- 2) Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect.
- 3) Tenders, which contain uncalled for remarks or any alternative/additional conditions.

1.17. FORCE MAJEURE&CONCILIATION & ARBITRATION shall be applicable as per GDCC:

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.

1.18 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.

1.19 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.

1.20 AGREEMENT:

The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent / Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup, on a non-judicial stamp paper of **₹ 100.00 (rupees hundred) only** before start of job. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizers Corporation Limited.

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)

(H. K. Gupta)
Dy. Manager (Inst.)
Instrumentation Deptt.

ANNEXURE-I

Ref No.: N-III(I)/INST/AMM-III/2024/CONT-04/391

Date: 07.11.2024

BID SECURITY DECLARATION

To

Dy. Manager (Inst)
BVFCL, Namrup

Sub.: **Execution of cable tray laying job from NGBC, PAC, PRC & SGC Compressor of Ammonia-III plant to Central Control Room (CCR) which is required for the upgradation of all 04 (four) compressor from existing panel based control system to DCS cum PLC based control system in the upcoming shutdown of ATA 2024.**

Dear Sir,

I.....Son/Daughter of
Shri.....Proprietor/Partner/CEO/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.....

Date:.....

ANNEXURE-II

Ref No.: N-III(I)/INST/AMM-III/ 2024/CONT-04/391

Date: 07.11.2024

SELF DECLARATION

The bidder should submit this self declaration in their letter head duly signed & stamped stating that:

- 1.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.
-

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions and conditions contained in NIT, GDCC and the special; conditions which have been read and understand by me/ us so far as applicable or in default thereof to forfeit and pay to the corporation or their successors or assignees, the sum of money mentioned in the said conditions.

Dated.....

Yours faithfully,

For M/s. : -----
(Signature of Contractor/ Bidder/Authorized Person with
SEAL)

Address : -----

Place.....

ANNEXURE-III

Ref No.: N-III(I)/INST/AMM-III/ 2024/CONT-04/391

Date: 07.11.2024

BIDDER INFORMATION

(TO BE FILLED ON BIDDER'S LETTERHEAD & SUBMITTED ALONGWITH PRICE-BID IN A SEALED ENVELOPE)

SL	REQUIREMENT	BIDDER'S RESPONSE
01	Bidder's Reference No. with date	
02	NIT reference No with date	
03	Bidder's name with address & phone number	
04	Bidder's email address for communication	
05	EMD	
06	GST	
07	PAN	
08	Documentary evidence against experience	

For M/s. : -----
(Signature of Contractor/ Bidder/Authorized Person with
SEAL)

Address : -----

Place.....

ANNEXURE-IV

Ref No.: N-III(I)/INST/AMM-III/ 2024/CONT-04/391

Date: 07.11.2024

SCHEDULE OF WORK, QUANTITY & RATE(S)
(PRICE BID)

Sl.No	Description of job	Unit Price(Rs.)	Amount(Rs.)
1.	Execution of cable tray laying job from NGBC, PAC, PRC & SGC Compressor of Ammonia-III plant to Central Control Room (CCR) which is required for the upgradation of all 04 (four) compressor from existing panel based control system to DCS cum PLC based control system in the upcoming shutdown of ATA 2024.	L/S	
Sub Total			
Add SGST @9%			
Add CGST @9%			
Total Rs .			

i) Party not to add GST if they are exempted and to write "NOT APPLICABLE", but to attach proof copy issued from the competent/ statutory authority.

ii) Party to Add, if the GST is applicable.

iii) Party to fill the tender form with clear handwriting as instructed and avoid overwriting.

In words: (Rupees _____
_____) only.

Signature of the tenderer _____ Date: _____

Party's name:

Address:

SEAL:

PAN No. _____

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