

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP

(A Govt. of India Undertaking)

P. O.: Parbatpur (786 623). Dist. Dibrugarh, Assam

CIN- "U24123AS2002GOI006786"

ELECTRICAL DEPARTMENT

NOTICE INVITING TENDER

NIT No. : Nam/Elect./CPP/NIT-10/ 2019/1640

Date: 15 /10/2019

Sealed quotations are hereby invited from experienced contractors for executing the following job.

| Sl. No. | Name of the work | Earnest Money (Rs.) | Completion Time | Tender Paper Cost (Rs.) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|--------------------------------|
| 1. | "Transformer oil replacement and filtration of Reactor-3 in CPP." Estimated cost – Rs. 1,84,835.00 (including GST) | 4,620.00 | 1 Month (30 Days) | 100.00 |

For the subject job, we request you to tender your quotation in Single bid system, namely Techno-commercial Bid and Price Bid.

The bid shall contain:

a) Earnest money deposit. **Rs. 4,620.00** (Rupees Four thousand One Hundred Ninty Two) only in the form of Demand Draft / Challan towards **EMD** and **Rs. 100** (Rupees One hundred) only 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.

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

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

Or

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

Or

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

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

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

e) Contractor will have to furnish the following documents:

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

ii) Copy of GST Registration certificate.

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

Detailed price as per the format in Annexure-A indicating the rate and GST element are to be mentioned clearly. The Price Bid shall contain the signature of the bidder with address, seal and date.

The Bid, complete in all respects, shall be sealed in an ENVELOPE super scribing the name of the work on the top left corner of the envelope, the enquiry ref. no., date and scheduled date of opening.

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.

01. Tender papers {NIT ,schedule of quantities, Special Terms and Conditions (Annexure II& Annexure IV), GDCC and format for EMD and Tender fees} are to be downloaded from the web- site www.bvfcl.com and www.eprocure.gov.in or may be purchased from electrical office. The Challan receipt against Tender paper cost EMD shall be put in one sealed envelope subscribed. The bid shall be put in one sealed envelope subscribed and both envelopes will be put in a third envelope properly subscribed.

02. The tenders will be opened on the above scheduled date and time in presence of the Tenderers or their authorized representatives who may like to be present. BVFCL will not be responsible nor consider late submitted Tenders. In case of Bandh or Holiday, next working day shall be considered for opening of tender and such will be informed to the expressing interest in taking part.

1. Submission of Tender Paper: Tender paper shall be put in to locked tender paper box in the Office of the Electrical deptt., **BVFCL**;

2. Closing Date of Sale of Tender paper : **04.11.2019 at 12.00 Noon**

3. Last date of submission of tender papers : **04.11.2019 at 3.00 P.M.**

4. Opening date of tender papers : **04.11.2019 at 3.30 P.M.**

03. BVFCL shall not be responsible for postal delay / loss of tender paper / application / late submitted tenders.

04. BVFCL reserves the right to accept or reject any or all tenders communicating same to the party without assigning any reason thereof.

05 The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work.

06. The contractor 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 nagged by them.

07. 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. Incase 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.

08. In case of accident/death of the worker working under the contractor, the compensation will be made as per workmen's compensation act. The GDCC will be a part of this NIT.

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

a) 100 % payment shall be made after successful completion of the work.

b) Since the nature of the job is not involving of any skilled work, workmanship guarantee is not required to be executed by the contractor. In view of the same, security deposit is also not applicable.

c) You will be paid First & Final Bill, considering the actual work carried out by you.

d) Bill will be released within 30 days after submission of Final Bill/Running Bills after duly certified by site Engineer.

e) 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.

10. **Settlement of Disputes**:-

Any Disputes or differences whatsoever arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the " Rules Of Conciliation and Arbitration" by ICADR as decided by the Competent Authority of BVFCL. The award made in pursuance thereof shall be final binding on both the parties. Further all disputes arising out of this contract shall be subject to the jurisdiction of courts of Dibrugarh.

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

(N.Saikia)

APE (Elect.), CPP & Uty-III

Copy to: CE (E)

Dy.FM: For information

Sr V.O.

File Copy

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
ELECTRICAL DEPARTMENT

Price Schedule

Name of the work: - Transformer oil replacement and filtration of Reactor-3 in CPP.

NIT No: Nam/Elect./CPP/NIT-10/ 2019/

Date: /10/2019

| Sl. No. | Description of job | Quantity (ltr) | Rate /ltr (Rs.) | Amount (Rs) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|-------------|
| 1 | 2 | 3 | 4 | 5 |
| 1. | Transformer oil replacement and filtration of Reactor-3 in CPP up to standard recommended value of BDV and moisture by dehydration filtration machine. The job includes topping of new oil, testing of oil (BDV, moisture etc.) .The Job also includes supply of Testing kit and, oil filtration machine by the party (contractor company). New Transformer oil shall be supplied by BVFCL. | 8,000 | | |

Total =

GST @18% on Total =

Grand Total =

Sign & Seal of the Contractor

SCOPE OF WORK

If specifically not mentioned hereinafter or not mentioned anywhere else, the scope of work for “**Transformer oil replacement and filtration of Reactor-3 in CPP**” shall include but not be limited to the following:

Scope of Work

The contractor shall arrange and supply the oil de hydration machine of good quality and performance, vacuum pumps, necessary hoses, pipes, drums and other materials required for the retro filling work. The contractor will arrange for transportation of the required machines and tools for the job to the factory and after the job is over the contractor will arrange for transportation of the same materials from the factory to the outside. In all conditions machines and equipments will be under supervision of the contractor. In case any damage or loss to these materials BVFCL will not be responsible for the same. The steps for the job given below:

1. The unit will be kept de-energized will be completely isolated from both HT and Control supply. After that the static electricity will be discharged to ground. This will be under the scope of BVFCL.
2. Checking and recording of the IR value and Polarization index of Reactor. (BVFCL's Scope)
3. Draining of the existing oil.
4. Removing the inspection chamber covers.
5. Manual flushing of the interior of the unit with warm (at 40 Deg C) new oil through the inspection chambers. It has to be ensured to flush down the core and coil as much as possible. Then vacuuming or pumping the remaining fluid from the bottom of the tank. The vacuum will remove the remaining air/gases inside the tank.
6. Completing the above process with in 15 to 45 minutes depending on weather condition to avoid contamination and sealing the inspection chamber with new high quality gasket as soon as possible.
7. Filling of the tank with new transformer oil under vacuum and continuous filtration (Max. Temp of oil shall be maintained below 70 Deg C). The filtration record such as oil temperature, vacuum level, oil level etc. shall be maintained and chronologically documented.
8. Testing of BDV and Moisture content of oil intermittently and test result shall have to be documented.
9. After completing the filling and filtration, the oil shall be tested for BDV & Moisture content and IR, PI Ratio test are to be done. If test value found satisfactory, handing over the Reactor to BVFCL for charging.

BVFCL's OBLIGATIONS

- i) Guest house Facility for Contractor's Engineer only to the extent possible may be made available on chargeable basis during commissioning of the motor at site.
- ii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed
- iii) Safety work permit for carrying out job shall be made available.
- iv) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to out side party.
- v) Power supply will be given on free of charges at the nearest location.

(N.Saikia)
APE (Elect.), CPP & Uty-III

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
TENDER FORM NOT TRANSFERABLE

Tender No. _____
Last date of submission _____ at _____ p.m.
Name of Work _____

Name & Address of the Party

TO BE FILLED IN BY THE TENDERER

I / We hereby tender for the execution for the B.V.F.C Ltd. Namrup, of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with the specifications, designs, drawings and instructions referred to in the N.IT. conditions 'THE GENERAL DIRECTIONS AND CONDITIONS' of contract and in all other respects in accordance with such conditions and special conditions so far applicable.

MEMORANDUM

1. General Description of the work :-
Earnest money Rs. _____
2. Security deposit 10% of the total value of the work (including earnest money)
3. Time allowed for work _____ days /months.
4. Should the 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 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.
5. The sum of Rs. _____ has been deposited vide _____ Dated _____ with the Finance Manager in favour of B.V.F.C. Ltd., as earnest money, the full value of which to be absolutely forfeited to the B.V.F.C. Ltd., or their successors or assignees 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 deposit receipt / Bank Draft / deposit at Call receipt.
2. Detailed schedule of work duly filled in and signed (Annexure A)
3. Scope of work (Annexure -I)
4. Terms and Conditions duly read and signed (Annexure III)
5. Special Terms and Conditions (Annexure IV)
6. G. D. C. C. duly read and signed on every page.

Dated: _____

Signature of the Contractor

Address _____

Witness: i)
Signature 1) _____
& Address _____
of witness _____

ii)
2) _____

TERMS AND CONDITIONS.

1.00 GUARANTEE & SECURITY DEPOSIT

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful re-commissioning of the machine. The security deposit shall be retained by BVFCL, Namrup, till the guarantee period is over. Any post repair defect arising out for reasons to poor Workmanship shall be attended to and rectified by the contractor, free of cost.

2.00 COMPLETION TIME

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 30 Days including Sundays and holidays, from the date of start of the job. In case of delay in completion, unless extension of completion time is granted by us an application of the Tenderer, we may at our option recover liquidated damage from the party at a sum equal to 0.5% per week or part there of the work order value subject to a maximum of 5% of work order value.

3.00 PAYMENT TERMS

3.01 You will be paid for the work as.

- a) 100 % payment shall be made after successful completion of the work.
- b) Since the nature of the job is not involving of any skilled work, workmanship guarantee is not required to be executed by the contractor. In view of the same, security deposit is also not applicable.
- c) You will be paid First & Final Bill, considering the actual work carried out by you.
- d) Bill will be released within 30 days after submission of Final Bill/Running Bills after duly certified by site Engineer.
- e) 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.

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, of the state of Assam as per standard format of M/s BFVCL. 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 1996and amendment thereof.

BVFC LTD, NAMRUP
SPECIAL 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 dropped in the tender boxes kept in the respective office or be posted by Registered post so as reach concerned office well in specific time.
- 1.04 The rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

2.00 SPECIAL TERMS & CONDITIONS

- 2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and understand 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 favour of BVFC LTD., Namrup, for the work in accordance with the provisions of Clause 11 of the G.D.C.C. enclosed herewith. The tender (s) without earnest money shall be rejected.

4.00 CONTRACT LABOUR ACTS ETC.

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

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

5.00 COMPENSATION

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

6.00 TOOLS & ACCOMODATION

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

7.00 SAFETY MEASURES

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

8.00 MEDICAL FACILITIES

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

9.00 STANDARD MATERIALS TO BE USED

- 9.01 All the materials to be used in the execution of work shall be unless otherwise specified, of standard make and shall strictly comply with current appropriate Indian Standard Specifications or of such specifications as required. The contractor shall produce the sample of each article and obtain prior approval of the Engineer – in – charge in writing.
- 9.02 Following material may be supplied by BVFC Ltd. On chargeable basis.

| MATERIAL | QUANTITY | RATE (Rs.) |
|----------|----------|------------|
| 1 | | |
| 2 | | |
| 3 | | |

10.00 FORCE MAJURE

- 10.01 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.
- 10.02 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.

11.00 ARBITRATION

- 11.01 Except where otherwise provided for in the contract all question and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract designs, drawings, specifications estimates, instructions orders of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director / General Manager / Chief Engineer of Brahmaputra Valley Fertilizer Corporation Limited and if the Managing Director / General Manager / Chief Engineer is unable or unwilling to act, to the sole arbitration of some other person appointed by the Managing Director / General Manager / Chief Engineer willing to act as such arbitrator. There will be no objection of the arbitrator so appointed is an employee of BVFC Ltd Namrup and he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act any reason, such Managing Director / Chief Engineer / General manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance white in terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Managing Director / General Manager / Chief Engineer as aforesaid to arbitration, at all cases where the amount of the claim in dispute is Rs. (50,000/- Rupees fifty thousand) and above the arbitrator shall give reasons for the award.
- 11.02 Subject to aforesaid provision of the arbitrator Act 1950 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply arbitrator processing under this clause.
- 11.03 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 11.04 The arbitration (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 11.05 The work under the contract shall, if reasonably possible to continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 11.06 The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 11.07 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.08 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 11.09 The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

12.00 LAW GOVERNING THE CONTRACT

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

**13.00 SPECIALCONDITIONS RELATED TO THE WORK (AS MENTIONED BELOW
AND / OR ENCLOSED SHEET**

14.00 DECLARATION OF TENDERER

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

Signature of the Tenderer