

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(A Govt. of India Undertaking) P. O.: Parbatpur (786 623)
CIN- "U24123AS2002GOI006786" Dist. Dibrugarh, Assam
Fax: 0374-2500317; Website: www.bvfcl.com; e-mail: bvfclnam@bsnl.in
ELECTRICAL DEPARTMENT
NOTICE INVITING TENDER

Tender Notice No: Ref. No. CE/E/F/ 39/1344

Date: 06.09-2016

Sealed tenders are hereby invited on per sample basis (One sample consist of test detail in Annexure - I) from experienced contractors for the following work(s) in Brahmaputra Valley Fertilizer Corporation Ltd., Namrup.

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
01	Testing and Analysis of Transformer Oil Parameters on per sample basis as per type of test mentioned in Annexure I. Total No. of Samples 45 Nos. (Forty Five) Estimated Cost: 4, 62, 250.00 (Excluding Service Tax)	11,556.00	15 Days (After collection of the Sample)	200.00

Tenders are invited for the above work (Scope of work enclosed at Annexure-I) within the last date of receipt of quotation indicated below (at SI No 2). The job is to be carried out as per Terms & Conditions stipulated hereunder and in Annexure – A, I, IA, II, III, III (A), & IV enclosed herewith.

- 1) **Earnest Money Deposit:** Rs. 11,556.00 (Rupees Eleven Thousand Five Hundred Fifty Six) only in the form of Demand Draft /Challan from State Bank of India / United Commercial Bank / United Bank of India, drawn in favor of BVFCL Ltd., Payable at Namrup. Draft charges shall be borne by the party
2. **Issue of tender documents from** : **6.09.2016**
3. **Last date of submission of tender papers** : **5.10.2016 at 3.00 P.M.**
4. **Opening date of tender papers** : **5. 10.2016 at 3.30 P.M.**

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.
- b) Experience of having successfully completed similar works during last 5 years.
- 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, IA, II, III, III (A), 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) Quoted price should be in per sample basis (Inclusive of all test & material cost if any) Material component and Labour component involved in the job should be mentioned separately showing applicable VAT and Service tax Element clearly.

6. **Tender papers** {NIT ,schedule of quantities, Annexure- A, I, IA, II, III, III (A), & IV), GDCC and format or EMD and Tender fees} are to be down loaded 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.

7. Quotation shall be received in the office of the **Chief Engineer (Electrical.), 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 post at Namrup.

8. The Bid will be opened on due date and time in the chamber of the Chief Engineer (Elect), BVFCL, Namrup, Post: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, in the presence of the tenderer or their accredited representatives, who wish to be present.

The Bids of only those parties, whose terms are found to be in order and the Terms & Conditions of the offer are acceptable to BVFCL, Namrup, will be considered.

Note: 1) BVFCL, Namrup, shall in no way be responsible for any postal delay.

2) If the last date of receipt of quotation, scheduled date of opening of Techno-Commercial Bid happen to fall on Strike day/ Holiday at Namrup, then the next working day will be counted.

3) **BVFCL, Namrup reserves the right to cancel any or all quotations received, without assigning any reason thereof.**

**** **If the tenderers wish they can visit our site for physical inspection of the transformers and assessment of work at their own cost before submission of tender.**

**** **Tender Documents are available at www.bvfcl.com and www.eprocure.gov.in . The tender documents including GDCC (General Directions & Conditions of Contract) are to be downloaded, filled in and signed on all pages as a token of acceptance and submitted along with the techno-commercial bid.**

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

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

Thanking you,

Yours faithfully;
For and on behalf of BVFC Limited

(R. K. Akela)
Addl. Chief Engineer (Elect.)-I

Ref. No. CE/E/F/ 39/1344

Date: 06.09-2016

ELECTRICAL DEPARTMENT**Price Schedule****Name of the work:** “Testing and Analysis of Transformer Oil from out side Authorized party”

Sl. No	Description of job	Rate (Rs.)	Amount (Rs.)
1	2	3	4
1.	Testing & analysis of Transformer oil as per IS: 1866. <ul style="list-style-type: none"> • Breakdown Voltage (BDV) • Water Content (PPM) • Tan Delta (Dielectric Dissipation Factor) • Resistivity (Specific Resistance) • Acidity (Neutralization Value) • Sludge (Sediments) • Flash Point • Interfacial Tension • Dissolved Gas Analysis (07 Gases): Methane, Ethylene, Ethane Acetylene, Hydrogen, Carbon Mono Oxide & Carbon Dioxide. 		
2.	Furan Analysis of Transformer oil as per IEC: 1198. <ul style="list-style-type: none"> • Residual Life Assessment (5 Compounds): 5-Hydroxy Methyl – 2 Furfural 2 – Furfural 2 - Acetyl Furan 2 – Furfuryl Alcohol 5 – Methyl – 2 - Furfural 		

Total =

(Rupees) only.

Signature of party with seal

Date: _____

Address _____

Ref. No. CE/E/F/ 39/1344

Date: 06.09-2016

SCOPE OF WORK
Testing & analysis of Transformer oil

Total No. of Samples to be tested --- 45 Nos. (Forty Fiv Numbers.)

1. Following test to be conducted per collected sample

Serial No.	JOB DESCRIPTION
01	Testing & analysis of Transformer oil as per IS: 1866. <ul style="list-style-type: none">• Breakdown Voltage (BDV)• Water Content (PPM)• Tan Delta (Dielectric Dissipation Factor)• Resistivity (Specific Resistance)• Acidity (Neutralization Value)• Sludge (Sediments)• Flash Point• Interfacial Tension• Dissolved Gas Analysis (07 Gases): Methane, Ethylene, Ethane Acetylene, Hydrogen, Carbon Mono Oxide & Carbon Dioxide.
02	Furan Analysis of Transformer oil as per IEC: 1198. <ul style="list-style-type: none">• Residual Life Assessment (5 Compounds): 5-Hydroxy Methyl – 2 Furfural 2 – Furfural 2 - Acetyl Furan 2 – Furfuryl Alcohol 5 – Methyl – 2 - Furfural

02. Collection of Samples from each Transformer.

03. Collection Bottle & Syringe to be arranged by tenderer.

Yours faithfully,
For and on behalf of BVFCL Limited

(R. K. Akela)
Addl. Chief Engineer (Elect.)-I

ANNEXURE - IA

BVFCL 'S OBLIGATIONS

- i) Transportation of the collected sample shall be in tenderer's account.
- i) For collection of sample : Fooding and lodging shall be provided in BVFCL guest house for 2(Two) persons for 3 days free of cost .
- ii) Medical facilities to the extend possible shall be extended on chargeable basis at the rate as applicable to out side party .
- iv) Safety work permit for carrying out job shall be made available.

Yours faithfully,
For and on behalf of BVFCL Limited

(R. K. Akela)
Addl. Chief Engineer (Elect.)-I

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.I.T. 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 -1)
4. Terms and Conditions duly read and signed (Annexure III)
5. Proforma for BANK GUARANTEE(Annexure- III(A))
6. Special Terms and Conditions (Annexure IV)
7. G. D. C. duly read and signed on every page.

Dated: _____

 Signature of the Contractor

Address _____

Witness: i)
 Signature
 & Address
 of witness

1) _____

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 handing over of the motor and the issue of the work order. 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 Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFCL Engineer-in-charge, as per detail given below :

i) 90% of the contact value: On successful re-commissioning of the machine after completion of entire scope of work.

ii) Balance 10% of the contract Value: Shall be retained by BVFCL, Namrup, as Security Deposit for a period of 12 (twelve) months from the date of successful re-commissioning of the machine, unless a Bank Guarantee of Equivalent amount from any scheduled Bank is furnished by the contractor in lieu of Security Deposit. Security Deposit, however, will not earn any interest.

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 1996 and amendment thereof.

6.00 OTHER TERMS AND CONDITIONS

Safety and security of the motor from the date of handing over to the date of successful re-commissioning of machine shall be contractor's responsibility. **Contractor shall have to submit an indemnity bond of Rupees 5 (Five) lakh against safe custody of the motor in his premises.**

(R. K. Akela)
Addl. Chief Engineer (Elect.)-I

PROFORMA FOR BANK GUARANTEE

(To be used by approved schedule Bank)

In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at Namrup (Assam) and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt (herein after called “the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated (made between and for (hereinafter called “the said Agreement”) of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.

(Rupees.....only)

we.....Bank (hereinafter referred to as “the Bank” do hereby undertake to pay the BVFCL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.

We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement have been realized or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.

We..... Bank; lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day of 2014

For Bank.

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 superscribing 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.

Canted.....2

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