



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN-786623

Phone: (0374) 2507077, 2507061/7079 FAX - +91 0374 2500 524/ 317

CIN No. U24123AS2002GOI006786

E-mail: info@bvfc.co.in

Ref No.: A-II /Elect./NIT-13/2020/1373

Date: - 31-11-2020

Sub: Notice Inviting Tender for **“Repair /Rewinding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”**

ONLINE TENDERS under two-bid system (Techno-Commercial bid and Price bid) are invited for the work as detailed below:

- 1) Name of Work : **“Repair /Rewinding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”**
- 2) Estimated amount : **Rs. 8,79,100.00 including GST and excluding to and fro Transportation & transit insurance cost .**
- 3) Earnest Money Deposit : Tenderer to submit Earnest Money Deposit of **Rs.19,780.00 (Rupees Nineteen Thousand Seven Hundred and Eighty) only. Tenders received without EMD are likely to be rejected.**
- 4) Tender Paper Cost : **Rs.590.00 (Rupees Five Hundred Ninety) only including GST. Tenders received without EMD are likely to be rejected.**
- 5) Time of Completion : **90 days** from the date of receipt of motor at party's works.
- 6) Validity of the Tender : **120 days** from the Date of Opening of Tender.
- 7) Type of Bid : **Two Stage (Online) through service provider M/s. MSTC Ltd., Guwahati**
- 8) Date & Time for bid Opening : 15-30 Hrs. on 01-01-2020
- 9) All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in writing to the undersigned at least 10 (Ten) days prior to the closing date of the Tender or in person during office hours on any working day. **Tenderers must visit the site to understand the job thoroughly and submit the bid accordingly.**
- 10) The **rates** should be quoted on Rate/lump sum basis for the complete Scope of Work as per Proforma for **‘Price Bid’**. The **rates** should be quoted only in the units given in the enquiry. Price Strictly to be quoted on the Price Bid, if the price quoted in the Techno Commercial Bid, then the bid will not be considered.
- 11) BVFCL, Namrup reserves the right to reject any or all Tenders without assigning any reason whatsoever and it also does not bind itself to accept the Lowest Tender.
- 12) **Procedure for Submission of Tender:** For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit the online procurement portal https://www.mstcecommerce.com/eprochome/mstc/buyer_login.jsp (Vendor Login)

Event No. BVFCL/20-21/ET/46

In case of any information of the NIT, the following may please be contacted.

Shri. Shubhajit Roy
Ph: +91 7501524754
Email: sroy@mstcindia.co.in
Address: M/s MSTC Ltd.
(A Govt. of India Enterprise)
BSNL Telephone Exchange Building, Bye Lane No.1
Beltola- Basistha Road, Wireless, Guwahati-781038, Assam
Phone No: 0361-2221199

- 13) Interested bidders are required to deposit Non refundable Transaction fees of Rs 1180.00 (Rupees One thousand one hundred eighty only) including GST through NEFT/RTGS/IMPS in favour of MSTC Limited:

A/C No: 201001334297
IFS Code: INDB0000038
IndusInd Bank Limited
Branch: Guwahati Branch
Address: G.S. Road, Bhangagarh, Kamrup District, Guwahati - 781005 Assam

- 14) The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements.
- 15) The bidders who are found qualified in the Techno-commercial bid will be invited for the opening of the price bids.
- 16) EMD and Tender Paper cost: EMD & Tender paper cost (non-refundable) shall be paid in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFC Ltd. payable at Namrup. Draft charges shall be borne by the party. **OR Tender paper cost and earnest money may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT AND TENDER PAPER COST WILL BE SUMMARILY REJECTED WITHOUT FURTHER REFERENCE. Scanned copies of EMD & Tender Paper Cost receipt(s) to be uploaded with Technical bid.**
The EMD AND Tender paper cost (original hard copies) must reach the office of the Chief Engineer/HOD (Electrical), B.V.F.C.L., Namrup within 10 days of online opening date of the Techno-Commercial bids.

*** Exemption from EMD and Tender Paper Cost.**

MSE bidders must submit valid registration certificate from any of the following (or any other body specified by Ministry of MSME) for seeking exemption from submission of EMD and Tender paper cost:

- i) National Small Scale Industries Corporation (NSIC)
- ii) District Industries Centers (DIC)
- iii) Coir Board
- iv) Khadi & Village Industries Commission (KVIC)
- v) Khadi & Village Industries Board (KVIB)
- vi) Directorate of Handicrafts & Handloom.

- 17) The Tenderers should submit the following information/documents along with the Tenders:
- 17.1 Full particulars of their capability
 - 17.2 Address of the OFFICE / WORKS
 - 17.3 The tenderers should have the experience of similar nature of work (as per details given in “Eligibility Criterion” enclosed at Annexure -II) in any Govt./semi Govt. /big reputed private Power Sector, Fertilizer, Refinery & Petrochemical plant, successfully completed during the last 7 (Seven) Years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a) Three similar completed works costing not less than the amount each equal to 40% of the estimated cost.
 - Or
 - b) Two similar completed works costing not less than the amount each equal to 50% of the estimated cost.
 - Or
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- 17.4 Performance feedback from the reputed Govt. / Semi-govt./ big private Power Sector/ Fertilizer plant/ Refinery/ Petrochemical in case of other than BVFCL.
- 17.5 The complete Address of the Organizations for which such works were/have been executed and also to substantiate their claims by furnishing copies of their credentials/work order.
- 17.6 Average Annual Financial turnover during the last 3 years, ending 31st march, 2020 should be at least 30 % of the estimated cost.
- 17.7 An Affidavit on Non-Judicial Stamp Paper for `Rs. 20/- duly attested by Notary stating that:
- 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.
 - No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.
- In the absence of these documents Tenders may not be considered.
- 18) The following information/documents shall also have to be submitted along with the Tender failing which the tender shall be liable to be rejected:
- 17.1 Permanent Account Number (PAN) from Income Tax Authorities.
 - 17.2 P.F. Registration Number (PF No.) from Provident Fund Authorities
 - 17.3 Copy of GST registration certificate
 - 17.4 Average annual financial turnover during last three financial years ending on 31st March, 2020 duly certified by practicing CA.
 - 17.5 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
- 19) E-Reverse auction may be carried out among the techno commercial acceptable bidders through the service provider.
- 20) Information shall be provided to the bidders about the rejection of any bid, if asked.
- 21) Incomplete Tenders or Tenders not accompanied with the required detail/ EMD or Tenders received late/ delayed tenders would be liable to be rejected without any further reference whatsoever.
- 22) Tender shall confirm in their quotation the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work failing which the offer will be likely to be rejected.
- 23) Deviations, if any, to our terms & conditions to be submitted on letter head of the contractor duly signed on each page.
- 24) The EMD shall be addressed to:
- Shri P. Konwar
Addl.Chief Engineer (Electrical)
Brahmaputra Valley Fertilizer Corporation Ltd., Namrup
P. O. – Parbatpur – 786623
Dist-Dibrugarh (Assam)

- 25) Tender informations are also available in B.V.F.C.L.'s website www.bvfcl.com and Govt. of India's website www.eprocure.gov.in
- 26) BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to the Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374- 2507092/0374 2507167)
- * Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

Thanking you,

For Brahmaputra Valley Fertilizer Corporation Limited, Namrup

(P Konwar)
Addl. Chief Engineer (Electrical)

TENDER DOCUMENT

FOR

“Repair /Rewinding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”

NIT No.:- A– II /Elect./NIT -13/ 2020/1373

Date:- 31 -10-2020

BVFCL, NAMRUP



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
ELECTRICAL DEPARTMENT**

CLAUSE-I: SCOPE OF WORK:

Name of the work: “Repair /Re-winding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”

* Bidders are advised to visit the site to assess the job and inspect the volume of job at their own expense before submitting the Bid.

1.00 Motor Specifications :

Motor Nameplate Details:

Make: **KIRLOSKAR ELECTRIC COMPANY LIMITED, BANGALORE**

Rating : 3.3 kV, 300 kW

Rated speed : 2970 RPM

Amps. : 65 Amps

M/c No. : 701794-1

Insulation Class : B

2.00 If specifically not mentioned herein after or not mentioned anywhere else, the scope of work shall include but shall not be limited to the following for completion of entire job of the motor rotor repair/reconditioning:-

2.01 : Scope of work for rewinding of stator :

- a) Receipt of the motor and unloading.
- b) Inspection of the motor for any transit damage with photographs.
- c) Disassembly of the motor in proper sequence with marking of individual parts.
- d) Noting down the technical & physical dimensions of the stator winding.
- e) Removal of wedges, spacer disks and winding packing.
- f) Removal/de-brazing series joints.
- g) Removal of old coils without damaging the core.
- h) Cleaning the stator core thoroughly.
- i) Conducting hot spot test of core (if the core is damaged it will be charged extra).
- j) Making formers and fixtures.
- k) Manufacturing of new coils looping, stretching, shaping with new enamel coated and DGFC covered of mica based class F Electrolytic 99.9% copper conductor (pearl insulation Pvt. Ltd, Bangalore, in collaboration with Switzerland company) suitable for existing schema of insulation, systematically maintained original shape size, dimensions and current carrying capacity.
- l) Insulate with resin coated semicathem tapes and conducting tape over slot straight portion, insulating the overhang portion with PGMP and finally with searing tap of (Lakshman Isola Make).
- m) Curing of coils at high temperature 160 Degree C and pressure with hydraulic pressure as mentioned in relevant standards (Curing is done in two stages).
- n) Insulate overhang portion of coil with PGMP, semica flex tape.
- o) Testing of individual coils at 2 U+1 KV AC.
- p) Insert coils in slots, tightening with wedges of suitable size and quality.
- q) Complete rewinding of stator winding.
- r) Making series joints, brazing with silver brazing rods.
- s) Final HV testing of the complete stator winding at 2 U+1 KV AC.
- t) Heating of stator winding in auto temperature controlled oven.
- u) Apply of Dr Beck F71 varnish.
- v) Again cure it in the oven.
- w) Apply moisture proof gel coat paint.
- x) Conducting the following tests:
 - i) High voltage test as per IS standards.
 - ii) Hot spot test.
 - iii) Surge comparison tests.
 - iv) Winding Resistance.
 - v) Winding Inductance.

- vi) IR value test.
- vii) PI value test.
- y) Motor No-Load Test at party's workshop & Complete Test Report will be submitted along with the job.
(Old damaged copper scrap shall be retained by the party and price of damaged and scrapped copper to be adjusted in the Price quoted by the party).

2.02 : Scope of work for rotor shaft (both side) Metallization job :

- a) Initially checking the trueness of both side rotor shafts in order to observe if any bend in shaft of the rotor on a doubled oriented lathe machine.
- b) If found any abnormalities then we need to go for metallization job of the rotor shaft.
- c) Removing of metal (under size) by machining at damaged portion on lathe.
- d) Building up material at undersigned shaft portion using low temperature welding rods.
- e) Machining the metalized portion at shaft to the required dimensions.
- f) Final surface finishing at machined portion to its required tolerance as per standard.

2.03 : Scope of work for low speed dynamic balancing:

- a) Placing the job carefully on two plane balancing machine.
- b) The balancing will be carried out in three run correction method.
- c) The balancing will be carried out at 2.5 Grade as per IS Standards IS: 11783 (Part-1): 1992.
- d) And the balancing will be completed as per standards and computer generated report will be issued.
- e) Then carefully unloading the job without any damage to the job.
- f) If mandrill needs to be manufactured then it will be arrange extra without any additional cost.
- g) Complete Balancing Report will be submitted along with the job.

2.04: Packaging and sending:

The repaired motor, after surface painting in existing shade shall be packed carefully following locking the shaft movement to avoid damage during transportation and sent over to our registered transporter along with the test certificates, old rotor shaft .(if replaced / beyond repair) and the old existing bearings which have been replaced with new ones.

2.05 : Commissioning at site:

During commissioning of the repaired motor if any abnormalities found beyond limit (such as: vibration, hunting, abnormal sound, over heating, high current etc.) the party has to rectify the same free of cost. Commissioning will be done at BVFCL site with prior intimation to the party.

Arrangement of any other item not specifically mentioned here in above or not mentioned anywhere else, but required to complete the entire repair work for trouble free run of the complete motor after repair, shall be included in contractor's scope.

- Note: 1. Old damaged copper scrap shall be retained by the party and price of damaged and scrapped copper to be adjusted in the Price quoted by the party
2. To & Fro Transportation charges and Transit Insurance shall be in M/s BVFCL scope.

3.00 SPECIAL TERMS & CONDITIONS:

- 3.01 Repair/Reconditioning shall be done in a scientific/technically proven procedure with proper selection of material and manufacturing process.
- 3.02 The job shall be guaranteed against poor quality of material/workmanship and shall give Guarantee for a period of 12(twelve) Months from the date of commissioning of the motor. In case of any defects, the same shall be rectified free of cost. A certificate to this effect shall be furnished by the successful tenderer. In this case if the repaired motor is required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost along with transit insurance cost of the motor shall be borne by the contractor.
- 3.03 Liquidated damage for delay in Mobilization and Completion of the job:
Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 90 (ninety) days including Sundays and Holidays from the date of receipt of motor at party's works after issuance of the work order. Any delay in mobilization for executing the work by you or unprofessional attitude of yours causing delay in completion of the work, unless extension of completion time is granted by us an application of the Tenderers, 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.

4.00 BVFCL's Obligations:-

- a) To & Fro Transportation charges and Transit Insurance shall be in M/s BVFCL scope
- b) Guest house Facility for the Contractor's Engineer only to the extent possible may be made available on chargeable basis during commissioning of the motor at site if required.
- c) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- d) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.

CLAUSE-II: GENERAL TERMS & CONDITIONS:

1. Interested Tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
2. **Bidder to acquaint himself fully:** The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope of work, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
3. The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
4. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
5. **The following tenders will be liable to summary rejection:**
 - 5.1 Tenders submitted by Tenderer who resort to canvassing.
 - 5.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 5.3 Tenders not accompanying the required details / Tender Cost / Earnest Money etc.
 - 5.4 Tenders received late / delayed.
 - 5.5 Tenders, who contain uncalled for remarks or any alternative additional conditions.
6. If the tenderer has relations whether by blood or otherwise with any of the employees of the BVFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which BVFCL shall reserve the right to reject the tender or rescind the Contract.
7. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the renovation job. The rates shall remain firm for the increased or decreased quantities. **However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.**
8. **Escalation in Rates:** The rates quoted will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
9. **Validity of Contract:** The contract shall remain valid for a period of 120 days reckoned from the date of its award.
10. **Earnest Money Deposit:** Tenderer to submit Earnest Money Deposit of **Rs. 19,780.00 (Rupees Nineteen Thousand Seven Hundred Eighty)** only and Tender Paper Cost of **Rs.590.00 (Rupees Five Hundred Ninety)** only in the form of Demand Draft payable at SBI/UCO bank Namrup / by challan (format is available at our corporation's website) and scanned copy of receipt to be uploaded with Technical bid. Cheques would not be

accepted in any case. The Earnest Money and TPC shall not be accepted in any form other than specified above.
Tenders received without EMD and TPC are likely to be rejected.

11. **Terms of Payment:**

- 11.01 Payment shall be made against submission of Bills/Invoices in triplicate duly certified by BVFC Engineer-in-charge, as per detail given below :
- i) 90% of the contract value: On successful 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 completion of entire scope of work, 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.
- 11.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 11.03 GST, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Excise Authority.
- 11.04 Bill will be released within 30 days after submission of Final Bill duly certified by the executing department.
- 11.05 Any clarification from you on the bill submitted by you should be sought with 15days; similarly you should be required to submit the clarification within that time.

12. Tax Deduction at Source: Statutory deduction on account of Income Tax / Works Tax & other Taxes on Works Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws of Assam at the time of release of payment to the Tenderer.

13. **GUARANTEE & SECURITY DEPOSIT:**

The contractor shall give work performance guarantee for a period of 12 (Twelve) months from the date of successful completion of the job. 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. In this case if the repaired motor is required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost along with transit insurance cost of the motor shall be borne by the contractor.

14. **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.

15. Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.

INDEMNITY BOND: Contractor shall submit Indemnity bond of rupees 6(Six) lakhs only for safe custody of the motor at their premises. The proforma for Indemnity Bond is enclosed herewith at annexure-V(B).

16. **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of **War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God.** The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch

whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

17. Any defect noticed during various stage of inspection, while the work will be under progressed as per scope, shall be rectified / made good by the contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stage of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.
18. **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
19. 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.
 - 19.1. Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant.
 - 19.2. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
 - 19.3. If the Contractor abandons the work,
 - 19.4. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR
 - 19.5. Persistently fails to adhere to the agreed program of work, OR
 - 19.6. Sublets the work in whole or in part thereof without BVFCL's consent in writing
 - 19.7. Performance is not satisfactory or work is abnormally delayed.
 - 19.8. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the BVFCL within fifteen days after written notice of such default is provided to the Contractor. BVFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the BVFCL. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by the BVFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to BVFCL, up to the date of termination.
20. **Termination of Contract:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of BVFCL under the Contract or otherwise including right of BVFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:
21. **Rights of BVFCL:** A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor fails to fulfill his obligations under the CONTRACT, the BVFCL shall have the right to get the work done by any other agency /own resources at the risk and cost of the Contractor.
22. **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
23. **Engineer In-Charge:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.

24. **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer In-Charge.
25. It is understood by the contract that in the event of any losses/damages caused to the BVFCL due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.
26. **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.
27. Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
28. The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payment.
29. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
30. 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.
31. 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.
32. **Workmen Compensation / Insurance:**
 - 32.1 The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
 - 32.2 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, BVFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, BVFCL will recover the amount of the compensation so paid from the Contractor's bill.
 - 32.3 The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and BVFCL will not bear any liability whatsoever on this account. Further, he will also indemnify BVFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
 - 32.4 The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to BVFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.

- 33 The BVFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts/ Enactments hereto in force shall be the responsibility of the Contractor. BVFCL under the Contract will recover any other expenditure, incurred by BVFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
- 34 The Contractor shall indemnify and keep indemnified the BVFCL against all losses and claims for injuries or damages to any person or property of BVFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 35 The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of labourers, have been fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
- 36 **Alterations, Omissions, Additions Or Substitutions of Work:**
BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work.
- 37 **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.
- 38 The contract shall be **governed by and construed in accordance with the Laws of India** and provisions of various Labour Laws like Factories Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Maternity Act 1961, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Provident Funds & Misc. Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and any other Law / Legislation which may be applicable from time to time (The above Acts are only illustrative and not exhaustive).
- 39 **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.**
- 40 BVFCL is committed to a corruption free environment, "All the works contract, services and commitments of BVFCL will be honoured 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 (Tel. No. 0374 2507092 / 0374 2507167).
- * Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

(P Konwar)
Addl.Chief Engineer (E)
BVFCL Namrup

PRO FORMA FOR PRICE BID

(Price should not be quoted here and price to be quoted online only or else bid will not be considered)

Item Sl no.	Description of the Job	Quantity	Rate (Rs.)	Amount (Rs.)
1.	Stator rewinding of 300KW ,2970 RPM , 3.3 KV ,65 Amps , KD 400 Frame size , Kirloskar make HT sq. Cage induction Motor with class ‘F’ insulation .	1 No		
2.	Rotor Shaft Metallization & low speed dynamic balancing.	1Set (both sides)		
Sub- Total Rs				
Add GST @18%				
Total Rs (Say)				

- NOTE:
- 1. Quoted rates shall be inclusive of all supplies, Labour, materials, consumables, overheads and all other costs , charges, expenses as per scope of work .
 - 2. Rates shall be firm and fixed till execution of the contract.
 - 3. All expenditure related to the scope of work to be included in the quote.

(Signature of Bidder)
Name of Firm
(Seal)

Eligibility Criteria for Vendors

- 1) The bidder must have carried out /executed similar repairing/re-winding job of 300 KW, 3000 RPM, 3.3 KV and above rating motors during last 7(Seven) years in any Govt. of India or State Govt. Industry or PSU or Reputed Pvt. Industry and that to be supported by certified copy of the work order from executing authority accompanied by work order copies and satisfactory job performance certificate issued by the User.
- 2) Average Annual financial turnover during the last 3 years, ending 31st March of the Previous financial year, should be at least 30 % of the Estimated Cost.
- 3) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than the amount each equal to 40% of the estimated cost
or
 - b. Two similar completed works costing not less than the amount each equal to 50% of the estimated cost
or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 4) The job shall be carried out on single point responsibility basis. As such the bidders are required to quote for complete scope of work. Bidding for part jobs is not acceptable.

Similar work for the purpose of this contract shall mean/undertaken:

“Repair /Rewinding job of 3.3 KV and above , 300 kW , 2970 RPM Motor in Government or PSU or Reputed Pvt. Industrial Organization”

DECLARATION FORM-I

Quotation No.: _____

Date: ___/___/___

**Addl.C.E. (Elect.)
M/s. Brahmaputra Valley Fertilizers Limited, Namrup
Parbatpur-786623
District- Dibrugarh, Assam.**

Subject: Notice Inviting Tender for **“Repair /Rewinding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”**

Sir,
I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of **“Repair /Rewinding of 1 no. of 3.3 KV , 300 kW , 2970 RPM PC-2/2R Motor (M/c No.-701791-1) of 1.32 section of A-II plant.”** at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s Brahmaputra Valley Fertilizers Corp. Limited and hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

In case of acceptance of the Tender by the Brahmaputra Valley Fertilizer Corporation Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the tender document, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with the Brahmaputra Valley Fertilizers Limited, Namrup.

(Signature of Tenderer with Seal)

Name: _____
Address: _____

Place: _____
Date: _____

DECLARATION FORM-II

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
1	If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, BVFCL shall reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof.	P.F. Registration Number		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.	PAN No		
4	GST Registration No. with Documentary Proof. Accounting Code No. & S.T.Code No.			
5	ESI Registration No. Along with documentary proof thereof.	ESI Reg. No.		
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act,2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/ company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Tenderer with Seal)

Name: _____
Address: _____

Place: _____
Date: _____

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 realised 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 2020

For Bank.

PROFORMA FOR INDEMNITY BOND

This indemnity bond made on this day of By.....
(Hereinafter called the contractor) , having its registered office at

..... , in favour of Brahmaputra valley Fertilizer corporation Limited , A
company incorporated at NAMRUP , P O – Parbatpur , District- Dibrugarh , Assam (Hereinafter called the corporation which
expressions shall includes its successors and / or assigns).

Whereas.

In presence of an order No- (Herein called the work order) placed by the
corporation with M/S (Herein called the contractor for repair of
.....
..... (Name of the job) and the corporation have agreed to valuing of Rs.....
(Rs.....)

Now these presence witness as follows—

- 1.0 That in the consideration of the corporation having agreed to supply (Name of the machine) , which
shall be taken outside the factory premises for repair by the contractor valuing Rs (Rs.....). The contractor does hereby agree that in case
of any reason whatsoever the amount under INDEMNITY BOND of Rs (Rs
..... Become payable to the corporation.
- 2.0 That this INDEMNITY BOND shall come into force simultaneously with the receipt of
(Name of the machine) valuing Rs (Rs.....) Or the part thereof by the contractor and the liability of the
contractor shall be to the extend to cover only the amount of the material received by the contractor from the corporation.
- 3.0 That the contractor also hereby to undertake to indemnify the corporation without any demur merely on a demand from the
corporation stating that the amount claimed has become due by the way of loss and damaged caused to or would be caused
or suppressed by the corporation by reason of any breach by the said contractor of any terms & conditions contained in the
said work order or by reasons of contractors failure to perform the said work order.
- 4.0 The contractor also undertake not to revoke this INDEMNITY BOND during its currency except with the prior consent of
the corporation in writing.
- 5.0 Notwithstanding anything contained herein before our LIABILITY under this INDEMNITY BOND is restricted to Rs
..... (Rs.....) and it will remain in force up to the date of supply and completion of the
contract entered into vide work order No.....

WITNESS SIGNATURE OF THE PARTY WITH SEAL