

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP**

(A Govt. of India Undertaking)

CIN- "U24123AS2002GOI006786"

P.O. : Parbatpur (786 623)

Dist. Dibrugarh, Assam

**ELECTRICAL DEPARTMENT
NOTICE INVITING TENDER**

Tender Notice No. : **A-II/Elect./NIT-08/2017/ 1421**

Dated: 03/08/2017

Subject : Enquiry requesting Quotation in Two Bid system.

SL No	Name of work	Earnest Money (Rs.)	Completion Time	Tender Paper cost (Rs.)
1.	"Renovation / Repair of 1 no. of Flame Proof 180KW, 3000 RPM H.P. Seal oil , PC3 pump motor of syn gas compressor of A-II." Estimated cost – Rs 4,85,869.00/- (including Taxes)	12150.00	90 days	200.00

Sealed tenders are invited for the above work (Scope of work enclosed at Annexure I) through DTDC Courier within the last date of receipt of quotation indicated below (at Sl No 2). The job is to be carried out as per Terms & Conditions stipulated hereunder and in Annexure –A, B,I, I (A), II, III, III(A), III(B) & IV & GDCC enclosed herewith.

1) Earnest Money Deposit and Tender Paper Cost: Rs. 12150.00 (Rupees Twelve Thousand One Hundred Fifty) in the form of Demand Draft towards **EMD** and **Rs. 200** (Rupees Two hundred) in the form of Demand Draft towards **Tender Paper Cost** (non- refundable) from State Bank Of India/ United Commercial Bank/ United Bank Of India, drawn in favour of BVFC Ltd, Payable at Namrup. 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. **One Challan copy must be submitted along with the tender documents** Tender papers {NIT ,schedule of quantities, Special Terms and Conditions (Annexure A, B,I, I (A), II, III, III(A), III(B) & IV), GDCC} are to be down loaded from the web- site www.bvfcl.com and www.eprocure.gov.in or may be purchased from electrical office. Tender paper cost and earnest money drawn in favour of BVFCL Namrup by DD/Banker cheque shall have to be submitted along with bid documents..

2) Last Date of receipt of Quotation : 24-08-2017 up to 3.00 pm

3) Validity of offer: 90 (Ninety) days from the scheduled date of opening of Techno-Commercial Bid.

4) Scheduled date of opening of techno-Commercial Bid : 24-08- 2017 at 3:30pm.

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

5) The techno-commercial bid shall contain:

a) Earnest money deposit and Tender paper Cost.

b) Work Order Copies of similar works carried out by the contractor in Fertilizers/Refineries/ Petrochemicals/ continuous process 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, B,I, I (A), II, III, III(A), III(B) ,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).

Contd.

e) Contractor will have to furnish self certified photocopies of the following documents:

- i) Copy of PAN /TAN Certificate issued by the concerned IT authority.
- ii) Copy of GST certificate etc.
- iii) A declaration in the form of affidavit / declaration that he / she is not a partner / proprietor of any other firm / company participating in this tender of BVFCL.

6) The price Bid shall contain:

Detailed break-up of price as per the format in Annexure- A indicating material component and labour component involved in the job separately showing applicable VAT/CST and Service Tax element clearly. The commissioning charges along with terms and conditions shall be furnished. The Price Bid shall contain the signature of the bidder with address, seal and date.

The Techno-Commercial Bid and the price Bid are to be sealed in TWO SEPARATE ENVELOPES super scribing the name of the Bid on the top left corner of the envelope. These two envelopes are to be put in to a THIRD ENVELOPE, which shall again be sealed, super scribing on it the enquiry ref. no., date and scheduled date of opening of Techno-Commercial Bid.

Quotation shall be received in the office of the Chief Engineer (Elect.), BVFCL, Namrup, PO: Parbatpur, Dist: Dibrugarh, Assam (INDIA), Pin: 786623, on all working days during normal working hours. **Quotation may be sent through DTDC courier who delivers posts at Namrup.**

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

The price Bid of only those parties, whose Techno- Commercial Bids are found to be in order and the Terms & Conditions of the offer are acceptable to BVFCL, Namrup, will be opened. The date of opening of price Bid will be intimated in due course of time.

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.

** The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the work, if necessitated.

** The tenderer shall abide by all the statutory obligations under various statutory acts and rules made there.

Under any Circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts, any other laws applicable to contractors and/or their Establishment and the workmen engaged by them.

*** BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. In case any person demands 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.(Tel no. 0374-2507092/0374-2507167

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

MOTOR NAME PLATE DETAILS are attached in Annexure B

P.Surendra Babu
CE (E)

Sl No.	Description of work	Qty	Rate (Rs .)		Amount (Rs.)
1	2	3	In Figure	In words	6
1.	<p><u>Stator :-</u> (a) Stripping off existing stator winding, de-locking of pressure plates, taking out of complete stator core from the motor body. Straightening, smoothening of the core leaf (core punchings), and removing of existing old core varnish from all the core punchings. Phosphating treatment to all the core punchings, F class core plate, varnish coating to all the core punchings in automatic conveyerised core varnish Baking plant. HV test of varnished end baked core punchings, assembling of all the varnished core punchings into stator body by staggering by maintaining uniform air gaps between rotor and stator core, pressing & locking of the assembled stator core etc.</p> <p>(b) Hot spot testing of the stator core & rewinding of stator with new H class enameled EC grade copper conductor, providing & fitting of epoxy glass slot wedges, making and brazing of connection joints, replacement of new silicon rubberized glass braided copper flexible connection leads.</p>	<p>1 Job</p> <p>1 Job</p>			
2.	<p>Rotor</p> <p>a) <u>Rotor Core</u> Debrazing of rotor bar from short circuiting copper rings from both ends, dismantling & taking out of short circuiting copper rings and old rotor copper bars from the rotor slots .De-locking of pressure plate of rotor core, taking out of all the core punchings from the rotor shaft, straightening & smoothening of all the core punchings, removing of old core varnish from all the core punchings, Phosphating,& core plate varnishing to all the core punchings. Assembling of varnished by staggering, pressing & locking the same.</p> <p>(b)<u>Recaging of Rotor</u> Providing & fitting of new set of motor copper bars and SC rings as per original material, shape & dimension, silver brazing of rotor bars on both end with SC rings.</p>	<p>1 Job</p> <p>1 Job</p>			
3.	<p><u>Shaft</u> Fabrication of new shaft by using EN 24 Steel chemically & ultrasonic tested, machining, grinding & making of all the new key slots.</p>	1 Job			
4.	Dynamic balancing of rotor fitted with fan and all the removing parts	1 Job			

5.	Job on Bearing Housing If required.Under cutting of bearing housing, rebuilding with L&T CI machinable welding electrodes, stress relieving & machining the same as per bearing OD	1 Job			
6.	Bearings: Supply and replacement of all existing bearings with new one (Bearing Nos. DE side 6318C4, NDE side 6318C4 of SKF make.) * Bearings fitted into the motor shall have SKF inspection certificate which shall be submitted along with the old bearings at the time of delivery of the repaired motor. Payment on actual on the basis of documentary evidence	1 No each (2 Nos.)			
7.	Cleaning of all the mechanical parts, replacement of set of 2 nos. new SKF/NTN imported bearings, greasing the same. Assembling of repaired motor and testing of the motor on no load.	1 Job			
8.	Cleaning of motor body & painting the same with epoxy paint	1 Job			
9.	Commissioning of the motor at site.This includes (to & fro) air fare & local transportation, boarding/lodging.	1Motor			

(Rupees

) only

Signature of the bidder
With Seal

Name and address:-.....

.....

.....

Date:.....

Place:.....

Annexure –B

ELECTRICAL DEPARTMENT

Totally Enclosed Fan Cooled Explosion Proof Antideflagrant 3 Phase Squirrel Cage Induction Motor

EExd II C T4: Make: C.E NANCY Ex Constructions Electrocutes Nancy

1. Output	: 180 kW
2. Supply Voltage	: 415 Volts \pm 10% A. C.
3. Connection	: Δ (delta)
4. Rated Current	: 301Amps *
5. Power Factor	: 0.9 (lag)
6. Supply frequency	: 50 Hz \pm 5%
7. Frame size	: HAO 315M-2
8. Synchronous RPM / No. of Poles	: (3000) / 2
9. Rated Speed (r.p.m.)	: 2970
10. Insulation	: Class F (Temp. rise limited to Class B)
11. Duty	: S1
12. Enclosure	: TEFC
13. Degree of Protection	: IP 55-7 BOBINAGF TROPICALISF
14. Method of starting	: Auto-Transformer Starter
15. Starting Current	: 6.0 times rated current
16. Starting Torque	: 2.5 times rated torque
17. Pull Out Torque	: 2.5 times rated torque
18. Construction	: IMB3 as per IS : 2253
19. Altitude	: < 1000 metre above mean sea level
20. Ambient Temp.	: 45° C
21. Relative Humidity	: 100%
22. Location	: Outdoor
23. Paint	: Epoxy base, shade 631 IS : 5
24. Driven Equipment	: H.P.Seal Oil Pump of Syn Gas Compressor
25. Terminal Box	: Detailed below
26. Cable Gland	: Double Compression Rolled ALof cable size 3 x 120 mm ²
27. Space Heater	: 230 Volts, 1 ϕ ,150Watt
28. Bearings	: 6318 C4 -CO- 6318 C4
29. Efficiency	: Level-1(energy efficient)
30. Weight	: 1136 kg
31. Year of Manufacture /Machine No.	: 2003/ 705271
32. Item	: RLTS CBA

P.Surendra Babu
CE (E)

Annexure –I

SCOPE OF WORK

Job on Rotor & Shaft, Bearing Housings, Bearing replacement and Dynamic balancing of Rotor:

Stator :-

(a) Stripping off existing stator winding, de-locking of pressure plates, taking out of complete stator core from the motor body. Straightening, smoothening of the core leaf (core punching), and removing of existing old core varnish from all the core punchings.

Phosphating treatment to all the core punchings, F class core plate, varnish coating to all the core punchings in automatic conveyorised core varnish Baking plant. HV test of varnished end baked core punchings, assembling of all the varnished core punchings into stator body by staggering by maintaining uniform air gaps between rotor and stator core, pressing & locking of the assembled stator core etc.

(b) Hot spot testing of the stator core & rewinding of stator with new H class enameled EC grade copper conductor, providing & fitting of epoxy glass slot wedges, making and brazing of connection joints, replacement of new silicon rubberized glass braided copper flexible connection leads.

Rotor:-

b) Rotor Core

Debrazing of rotor bar from short circuiting copper rings from both ends, dismantling & taking out of short circuiting copper rings and old rotor copper bars from the rotor slots. De-locking of pressure plate of rotor core, taking out of all the core punchings from the rotor shaft, straightening & smoothening of all the core punchings, removing of old core varnish from all the core punchings, Phosphating, & core plate varnishing to all the core punchings. Assembling of varnished by staggering, pressing & locking the same.

(b) Recaging of Rotor

Providing & fitting of new set of motor copper bars and SC rings as per original material, shape & dimension, silver brazing of rotor bars on both end with SC rings .

Shaft Fabrication of new shaft by using EN 24 Steel chemically & ultrasonic tested, machining, grinding & making of all the new key slots, Dynamic balancing of rotor fitted with fan and all the removing parts

Job on Bearing Housing . Under cutting of bearing housing, rebuilding with L&T CI machinable welding electrodes, stress relieving & machining the same as per bearing OD. etc.

(c) **Dynamic balancing of rotor:** Dynamic balancing of rotor, internal and external cooling fans in digital dynamic balancing machine and submission of report.

3. Assembling and testing of the repaired motor and LT run of motor: Cleaning of all parts, fitting of new bearings, greasing of new bearings, assembling of the motor, varnishing of stator as required and testing on no load before dispatch. The following tests shall be carried out in conformity with applicable International Standards on the rotor and the stator:

* Flux Loop test to confirm elimination of hot spot in Rotor Core

* Test for detection of open-circuited rotor cage.

No load run with three phase LT supply to be done for confirmation of three phase balanced current and smooth running of fully assembled motor. Vibration of motor shall not exceed 1 mm/sec during No Load Test Run.

Other necessary tests should be done for trouble free running of the motor.

4. 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 and the old existing bearings which have been replaced with new ones.**

5. Commissioning at site: Scope of work shall also include commissioning of the repaired motors at site by your engineer. Transportation and accommodation for commissioning engineer shall be included in contractor's scope.

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.

P.Surendra Babu
CE (E)

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

- i) Transportation of the motor at the time of sending the motor for repair and sending back the repaired motor for the first time and corresponding transit insurance shall be in BVFCL's account.**
- ii) 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.**
- iii) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.**
- iv) Safety work Permit for carrying out job shall be made available.**
- v) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.**

P.Surendra Babu
CE (E)

Annexure-II

**ELECTRICAL DEPARTMENT.
TENDER FORM**

Sl. No. : _____

Date of Issue: _____

Tender No. **A-II/Elect./NIT-08/2017/1421**

dated: 03/08/2017

Last date of submission: 24/08/2017

at 03.00 P.M.

Name of Work : _____

Issued to (name and address of the party):

No. of Tender document issued:

Signature of issuing Officer

TO BE FILLED IN BY THE TENDERER

I/ We hereby tender for the execution for BVFCL, Namrup of the work schedule in under written memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with instruction referred to in the NIT.

MEMORANDUM

1. General description of the work :
2. Earnest Money Rs. : 12150
3. Security Deposit 10% of the total value of the work(including earnest money)
4. Time allotted for the work : 90 Days/(03) Months Days/Months
5. Should the tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions and conditions in NIT, GDCC and the special conditions which have been read and understood by me/us so far as applicable or in default thereof to forfeit and pay to the Corporation or their successors or assignees, the sums of money mentioned in the said conditions.
6. The sum of Rs. _____ has been deposited vide _____ dated _____ with the finance manager in favour of BVFC Ltd. As earnest money, the full value of which to be absolutely forfeited to the BVFC Ltd. Or their successors or assignees are without prejudice to any other rights or remedies of the said corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

Enclosures:

1. Earnest money and tender paper cost deposit Challan as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –III)
3. Special terms and conditioned duly read and signed (annexure- IV)
4. Reference to similar works performed earlier(Annexure- V)
5. Photocopy of the PAN /TAN card in own name.
6. Photo copy fulfilling the conditions like GST as applicable .
7. Declaration in the form of affidavit / declaration that he /she is not proprietor of any other Firm /company participating in this tender.
8. G.D.C.C duly read and signed on every page.

Dated: _____

Signature of the Contractor
Address: _____

Witness: 1. _____

2. _____

Signature 1. _____

2. _____

Address of

Witness.

TERMS AND CONDITIONS.

1.00 GUARANTEE & SECURITY DEPOSIT

The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful re-commissioning of the machines. 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. If the contractor fails to commission the motors due to defect in the motors after repair, the same shall be rectified by the contractor free of cost. In this case if the motors are required to be shifted to the contractor's workshop for attending post repair defects the necessary to and fro transportation cost of the motors shall be borne by the contractor.

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 **3 (three) months** including Sundays and holidays, from the date of handing over of the motors 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 contract 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 or as per present value of stamp paper, 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 6 (Six) lakh against safe custody of the motor in his premises.**

ANNEXURE-III (A)

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 of 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 2016

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

Annexure – IV

BVFC LTD, NAMRUP TERMS & CONDITIONS OF NOTICE INVITING TENDER

1.00 INSTRUCTION FOR TENDERERS

- 1.01 The tenderer (s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 The tender documents completed in all respects and duly signed by the contractor should be sealed in a cover super scribing the tender No. name of the work and date of opening and address to the concerned officer along with the name and address of contractor.
- 1.03 The above cover containing all tender documents should be submitted in the respective office to reach the concerned office well in specific time.
- 1.04 The rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

2.00 SPECIAL TERMS & CONDITIONS

- 2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and to be understood the clauses of G.D.C.C before filing up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 2.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer – in – charge / site in charge.

3.00 EARNEST MONEY

- 3.01 The tenderer shall deposit the Earnest money in mode of Challan receipt, in favour of BVFC LTD., 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 Tenderers 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 Dispute Act 1947, Payment of Wages Act.1936, Workmen's Compensation Act.1923 and their respective 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 FORCE MAJURE

9.01 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.

9.02 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.

10.00 ARBITRATION Except otherwise provided in this contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto, touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to the Arbitration in accordance with the ICADR Arbitration Rule, 1996. Under such case, Authority to appoint Arbitrator(s) shall be the 'International Center for Alternative Dispute Resolution'.

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

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

10.3 The venue of arbitration shall be New Delhi, India

11.00 LAW GOVERNING THE CONTRACT

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

12.00 BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. In case any person demands 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.(Tel no. 0374-2507092/0374-2507167

13.00 DECLARATION OF TENDERER

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

Signature of the Tenderer