



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

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

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CIN No. U24123AS2002GOI006786

E-mail: info@bvfc.co.in

Ref No.: Nam/Elect/**U&B-III-009/NIT/2019/** 056

Date: - 09-01-2019

Sub: Notice Inviting Tender for '**Repair /Rewinding of 1 no. of 3.3 kV , 600 kW , 989 RPM, Ins CL.F, Frame-KVD500 30 CT pump motor of U-III Cooling Tower.**

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 , 600 kW , 989 RPM, Ins CL.F, Frame-KVD500 30 CT pump motor of U-III Cooling Tower**
- 2) Estimated amount : **Rs. 8,24,820.00 including GST**
- 3) Earnest Money Deposit and Tender Paper cost : Tenderer to submit Earnest Money Deposit of **Rs. 20,620.00** (Rupees Twenty Thousand Six Hundred Twenty ) only and Tender paper cost of Rs.200.00(Two Hundred)only (Tender paper cost is non refundable)  
**Tenders received without EMD and Tender paper cost are likely to be rejected.**
- 4) Time of Completion : 60 days from the date of receipt of motor at party's works.
- 5) Validity of the Tender : **120 days** from the Date of Opening of Tender.
- 6) Type of Bid : Two stage
- 7) Date & Time for bid Opening : 15-30 Hrs. on 23-01-2019
- 8) All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in writing to the undersigned at least 7 (Seven) days prior to the closing date of the Tender or in person during office hours on any working day. **Tender must visit the site to understand the job thoroughly and submit the bid accordingly.**
- 9) The **rates** should be quoted on Rate/lump sum basis for the complete Scope of Work as per Proforma for '**Schedule of Work, Quantity & Rates**'. The **rates** should be quoted only in the units given in the enquiry. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the 'Schedule of Work, Quantity & Rates' Proforma duly filled in failing which their Price bid will not be accepted.
- 10) 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.
- 11) **Procedure for Submission of Tender: The tender shall be submitted online in [bvfc.etenders.in](http://bvfc.etenders.in)**
- 12) 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.
- 13) EMD: Scanned copy of EMD and Tender Paper cost shall be uploaded. (EMD & Tender paper cost shall be paid 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. **TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT AND TENDER PAPER COST, WILL BE SUMMARILY REJECTED, WITHOUT FURTHER REFERENCE**  
The EMD must reach the office of the Chief Engineer (Electrical), B.V.F.C.L., Namrup within 10 days of online opening date of the Techno-Commercial bids

- 14) The Tenderers should submit the following information along with the Tenders:
- 14.1 Full particulars of their capability
  - 14.2 Address of the OFFICE / WORKS
  - 14.3 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 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 60% of the estimated cost.  
Or
    - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
  - 14.4 Performance feedback from the reputed Govt. / Semi-govt./ big private Fertilizer plant/ Refinery/ Petrochemical in case of other than BVFCL.
  - 14.5 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.
  - 14.6 An Affidavit on Non-Judicial Stamp Paper for `Rs. 100/- duly attested by Notary stating that:
    - i) 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.
    - ii) 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.
- 15) The following information shall have to be submitted along with the Tender failing which the tender shall be liable to be rejected:
- 15.1 Permanent Account Number (PAN) from Income Tax Authorities
  - 15.2 P.F. Registration Number (PF No.) from Provident Fund Authorities
  - 15.3 Copy of GST registration certificate
  - 15.4 Bank solvency certificate
  - 15.5 Average annual financial turnover during last three financial years ending on 31<sup>st</sup> March, 2018 duly certified by practicing CA.
  - 15.6 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
- 16) The bidders may ask/ seek further information on bidding condition & process, if any.
- 17) Information shall be provided to the bidders about the rejection of any bid, if asked.
- 18) 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.
- 19) 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.

20) The EMD shall be address

P Konwar  
Addl.Chief Engineer (E)  
Brahmaputra Valley Fertilizer Corporation Ltd., Namrup  
P. O. – Parbatpur – 786623  
Dist-Dibrugarh (Assam)

21) Tender informations are also available in B.V.F.C.L.'s website [www.bvfcl.com](http://www.bvfcl.com) and Govt. of India's website [www.eprocure.gov.in](http://www.eprocure.gov.in).

Thanking you,

**For Brahmaputra Valley Fertilizer Corporation Limited, Namrup**

P Konwar  
Addl.Chief Engineer (E)  
Mobile No.: 09401889789

TENDER DOCUMENT

FOR

**‘Repair /Rewinding of 1 no. of 3.3 kV , 600 kW , 989 RPM, Ins CL.F Frame-KVD500 30 CT pump motor of U-III Cooling Tower’**

**NIT No.:-**

**Nam/Elect/U&B-III-009/2018**

**Date:-09-01-2019**

**BVFCL, NAMRUP**



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
ELECTRICAL DEPARTMENT**

## **CLAUSE-I**

### **Motor Specification:**

#### **MOTOR DRIVE OF COOLING TOWER PUMP OF UREA-III**

<b>KW</b>	<b>:</b>	<b>600</b>
<b>Make</b>	<b>:</b>	<b>KIRLOSKAR ELECTRIC COMPANY LIMITED, BANGALORE</b>
<b>RPM</b>	<b>:</b>	<b>989 rpm</b>
<b>FRAME</b>	<b>:</b>	<b>KVD 500 30</b>
<b>Phase</b>	<b>:</b>	<b>3</b>
<b>Frequency</b>	<b>:</b>	<b>50</b>
<b>Volts</b>	<b>:</b>	<b>3300 Volts</b>
<b>Amps</b>	<b>:</b>	<b>126</b>
<b>Connection</b>	<b>:</b>	<b>Y</b>
<b>Insln Class</b>	<b>:</b>	<b>F</b>
<b>Duty</b>	<b>:</b>	<b>S1</b>

## **CLAUSE-II: SCOPE OF WORK:**

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

### **Job on Stator:**

#### **i) Dismantling of Stator core, removal of old insulation & re- insulation of core plates.**

Debrazing of connections , dismantling of slots wedges , taking out of all coils from slots and temperature controlled Conveyorised baking oven ,random test ,scratch test and uniform thickness test on re-varnished laminations.

#### **ii) a) Checking of magnetizing test of assembled core to check the Hotspot.**

#### **iii) Rewinding of Stator with New set of H class insulated & tested coils.**

Making and forming of complete set of new coils with super Enameled double fibre glass covered varnish conductor insulated with semicatherm H tape. Rewinding of stator with newly formed and tested coils with new epoxy glass slot wedges, cleats, packers, tying and lacing of coils with glass cord with each other on both the lower and upper over hang portions of winding to support against current surges , flooding with epoxy. Making and brazing of connections , insulating the same with H class resin rich glass mica tapes ,drying out and applying of jell coat epoxy by spraying to the complete stator winding , drying out and H.V testing of the same.

#### **iv) Providing & fitting of 6 nos new PT- 100 winding temperature sensors.**

#### **v) Replacement of 6nos. new outgoing copper flexible silicon rubberized glass braded connection leads of newly rewound stator.**

### **Assembling & testing of repaired motor on No-load :**

Cleaning of all parts, fitting of old bearings, greasing of same 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:

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.

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

### **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

### **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.

## **Guarantee:** The contractor shall give work performance guarantee for a period of 12(twelve) months from the date of successful re-commissioning of the machines.

### **CLAUSE-III: BVFCL'S SCOPE:**

**Transportation & Insurance:** BVFCL shall arrange to & fro transportation of the damaged motor and insurance. However, careful handling at the party's works shall be tenderer's responsibility.

**CLAUSE-IV::** The successful bidder shall arrange for stage-wise inspection for the repairing work through reputed third party like- M/s Lloyds Register India, Bureau Veritas India, TUV India Pvt. Ltd., or any other reputed party, ensuring repair quality and efficiency..

**Submission of Documents:** The successful bidder shall submit the following **documents (in duplicate)** after completion of work:

- i) Report of Dynamic Balancing of Rotor
- ii) All the reports of electrical tests conducted on stator coils/winding and rotor.

### **CLAUSE-VI: 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 repairing 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. The job can, therefore, be got done any time during the tenure of the contract.
10. **Earnest Money Deposit:** Tenderer to submit Earnest Money Deposit of **Rs.20,620.00 (Rupees Twenty Thousand Six Six Hundred Twenty)** 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 shall not be accepted in any form other than specified above. **Tenders received without EMD are likely to be rejected.**
11. 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.**

12. **Terms of Payment:**

- 12.01 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.
  - iii) The mode of payment shall be e-payment and you shall have to submit your bank details for it.
  - iv) Bill will be released within 30 days after submission of Final Bill Bills duly certified by the executing department.
  - v) Any clarification from you on the bill submitted by you should be sought within 15 days; similarly you should be required to submit the clarification within that time.
- All taxes and duties as attracted during execution of the work shall be deducted from the bill as per rule of the corporation.

12.02 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.

12.03 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.

**Penalty: Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 60 (Sixty ) days 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.**

13. 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.

14. **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.

15. **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 BFVCL. The stamp duty shall be borne by the contractor.

16. 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.

17. **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.

18. 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.

19. **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
20. 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.
- 20.1. 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.
- 20.2. 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.
- 20.3. If the Contractor abandons the work,
- 20.4. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR
- 20.5. Persistently fails to adhere to the agreed program of work, OR
- 20.6. Sublets the work in whole or in part thereof without BVFCL's consent in writing
- 20.7. Performance is not satisfactory or work is abnormally delayed.
- 20.8. 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.
21. **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:
22. **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.
23. **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-fulfilment 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.
24. **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.
25. **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.
26. 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.
27. **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.



28. 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.
29. 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.
30. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
31. 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.
32. 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.
33. **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)

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

Nam/Elect/**U&B-III-009/NIT/2019/**

Date: - 09-01-2019

**SCHEDULE OF QUANTITIES**

(This is format for Price Bid and price is not to be quoted here. The price is to be quoted in the Price Bid Envelope)

Sl no.	Description of the Job	Quantity	Rate(Rs.)	Amount (Rs.)
1.	<b>i)</b> Dismantling of motor. <b>ii)</b> De-brazing of connections joints of damaged stator winding, dismantling of slot wedges. <b>iii)</b> Cleaning of slots. <b>iv)</b> Making and forming of complete set of new coils, testing of complete set of new coils. <b>v)</b> Rewinding of stator with newly formed and tested coils. <b>vi)</b> Providing & fitting of 6 nos. winding temperature sensors. <b>vii)</b> Providing and fitting of new epoxy glass slot wedges, cleats, packers, tying and lacing of coils with glass cord with each other & with supporting rings on both the overhang portion of stator winding, applying of epoxy. <b>viii)</b> Making and brazing of connection joints, insulating the same with H class resin rich glass mica tapes, drying out and carrying out all the relevant test on rewound stator. <b>ix)</b> Cleaning of all the mechanical parts, checking of Run out of the rotor. Cleaning of ball bearing, greasing of the same. Assembling & testing of motor.  * Cost of the dismantled copper coils of the stator winding is adjusted in the cost of the new winding copper coils.	1 Job		
2.	Commissioning of the motor at site	1 Job		
3.	<b>Cost of third party inspection through Lloyds / Bureau VERITAS /TUV India Pvt. Ltd. Or reputed party</b>	1 Job		
<b>Sub- Total Rs</b>				
4.	<b>Add GST @18%</b>			
<b>Total Rs (Say)</b>				

OTHER TAXES/ COST (IF ANY, PLEASE SPECIFY) \_\_\_\_\_

REMARKS (IF ANY), \_\_\_\_\_

**In words:** Rupees \_\_\_\_\_ ) only.

Signature of the tenderer: \_\_\_\_\_

Date \_\_\_\_\_

Party's name: \_\_\_\_\_

Address: \_\_\_\_\_

SEAL



**Eligibility Criterion for Vendors**

1. Tenderer should have experience of similar work means experience in repairing of HT motors in reputed Fertilizers/Refineries/Petrochemicals/power plants continuous process plants (preferably PSU).

Tenderer shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim such that work has been done directly by them or their sister concern in fertilizer plant of Govt./ Semi-Govt./ big reputed private organizations 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 60% of the estimated cost or
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2. 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. Third party Inspection to be incorporated by reputed parties like  
- M/s Lloyds Register India, Bureau Veritas India, TUV India Pvt. Ltd., or any other reputed party.

## DECLARATION FORM-I

Quotation No.: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addl.C.E. (Elect.), U-III & Bag-III  
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 , 600 kW , 989 RPM, Ins CL.F, Frame-KVD500 30 CT pump motor of U-III Cooling Tower**’.

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 , 600 kW , 989 RPM, Ins CL.F, Frame-KVD 500 30 CT pump motor of U-III Cooling Tower**’ 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.	<u>P.F. Registration Number</u>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.	<u>PAN No</u>		
4	GST Registration No. with Documentary Proof. Accounting Code No. & S.T.Code No.			
5	ESI Registration No. Along with documentary proof thereof.	<u>ESI Reg. No.</u>		
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 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



**PROFORMA NO. - I****INFORMATION REGARDING TENDERER**

<b>A) In case of individual</b>		
i)	Name of Business	
ii)	Whether his Business is registered	
iii)	Date of commencement of business	
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year	
<b>B) In case of Partnership</b>		
i)	Name of Partnership	
ii)	Whether the Partnership is registered	
iii)	Date of establishment of firm	
iv)	If each of the partners of the firm pays Income-Tax over Rs. 10,000/- a year and if not which of them pays the same	
<b>C) In case of Limited Liability Company or Company Limited by Guarantee</b>		
i)	Amount of paid up capital	
ii)	Name of Directors	
iii)	Date of Registration of Company	
iv)	Copies of the last two years' Balance Sheets of the Company	
<b>D) Income Tax</b>		
i)	Income Tax Clearance Certificate for previous years.	

(SIGNATURE OF TENDERER)

Name \_\_\_\_\_

Dated \_\_\_\_\_

Place \_\_\_\_\_

**PROFORMA NO. – II**

**DETAIL OF EXPERIENCE**

Tenderer shall give information of similar works done during the past five years strictly as per

Sl. No.	Full particulars of similar work carried out by Tenderer	Value of Contract	Contracted Completion time	Actual completion time	Year of completion	Name & Postal Address of Client

Performa given below:

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name\_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**PROFORMA NO. - III**

**PRESENT COMMITMENTS**

Tenderer shall furnish the details of their present commitments strictly as per this Performa.

<b>Sl. No.</b>	<b>Name of work</b>	<b>Name &amp; address of Client with the name of person under whom the work is being executed</b>	<b>Contract Value</b>	<b>Brief description of work</b>	<b>Contracted date of completion with the date of start of work</b>	<b>% age completed as on date</b>	<b>Expected date of Completion of balance work with approx. value of such balance work</b>

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**PERFORMA NO. - IV**

**INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK**

<b>Sl. No</b>	<b>Description</b>	<b>Quantity</b>	<b>Make</b>	<b>Capacity</b>	<b>Owner</b>	<b>Approx., date when it will be deployed at site</b>	<b>Period of attention at site</b>

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_