

## TENDER DOCUMENTS

FOR

**Repair work of Paharpur Design Cooling Towers (Model  
no. 6716 -4-03, sl. no. 80-2-221B) of Urea-III plant.**

**NIT No.: N-III/Mech-55/UB-III/16/3479, DT. 09.05.2016**

**BVFCL, NAMRUP**



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
MECHANICAL DEPARTMENT**

5.02 Mobilization time allowed will be maximum 15 (fifteen) days from the date of intimation.

6.00 **GENERAL TERMS & CONDITIONS:**

6.01 **Validity of Contract:** The contract shall remain **valid for a period of 12 (Twelve) months** reckoned from the date of its award.

6.02 **Escalation in Rates:** The **rates quoted will remain 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.

6.03 **Period of Liability:** Tenderer shall stand **guarantee for** the work done for trouble free operation for a period of **6(six) months from the date of completion of work**. Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. **The workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 6 (six) months of the balance period as stated above, whichever is later.**

The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because BVFCL did not raise any objection during the progress of the work. The decision of the Owner regarding treatment on bad workmanship shall be final, binding and conclusive.

**Any defect noticed during various stages of inspection, while the work will be under progress 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 stages of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.**

6.04 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 contract.

7.00 **Terms of Payment:**

7.01 90% value of the completed work shall be released after successful completion of work, submission of bill in triplicate and as certified by Engineer – in – Charge after deductions, if any.

7.02 Balance 10% shall be retained as security deposit which shall be released after successful completion of workmanship guarantee period of six months.

7.03 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.

7.04 Service Tax, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid Service Tax Registration Certificate issued by appropriate Authority.

7.05 **Penalty:** In the event that the work is not completed according to the time schedule, the Contractor shall have to pay **Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 5 % of the total value of the work.**

7.06 **Tax Deduction at Source:** Statutory deduction on account of **Income Tax / Works Tax & other Taxes on Works Contracts**, if and as admissible, shall be made from the Contractor's bills at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws in force in the state of Assam, at the time of release of payment to the Contractor.

- 7.07 The contractor will be allowed one running bill at the end of one month from the date of start of work for an amount duly certified by site in charge for either of 50% of the total work order amount or 90% of the actual work completed whichever is lower.
- 8.00 **Engineer-In-Charge:** The Engineer In-Charge shall have general supervision and direction of the work. He shall have the authority to stop the work whenever such a stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, direct 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 or 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. The decision of the Engineer-In-Charge of Brahmaputra Valley Fertilizer Corporation Limited shall be final as regards all matters relating to this Tender including those for determining the category of work with reference to material of an item not mentioned in the Scope of Work.
- 9.00 The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It shall be understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and that the same losses/damages are proved the Contractor shall compensate for/make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be over and above the other claims/damages to which the owner is entitled to be compensated for under the contract or the course of law.
- 10.00 The Company will not be held responsible for any injury sustained by the workers of the Contractor during execution of the above contract or any damage/compensation due to any dispute arising between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the sole responsibility of the Contractor. BVFCL under the Contract will recover, from his dues payable, any other expenditure incurred to resolve the situation arising out of negligence on the part of the Contractor.
- 11.00 **Safety Regulations:** The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL. Before starting maintenance work the Contractor shall consult BVFCL's Safety Officer or the Engineer-In-Charge, if the Safety Engineer is not available, and familiarize himself with such regulations copies of which will be furnished to him by BVFCL on request. He shall be responsible for, and must rectify/make good, to the satisfaction of the BVFCL, any loss or damage, due to fire, caused to any portion of the work to be done under the agreement or to any of the BVFCL's existing property.
- All the accidents, if any, occurred to Contractor's staffs will be reported to the Safety Officer promptly. This however will not relieve the Contractor of any other statutory obligations. The Contractor shall not undertake any hot job without Safety Work Permit. He has to maintain First Aid Box in his office. Also, necessary Safety and Protective Equipments like Helmets, Hand Gloves, Face Shields, Safety Belts etc. are to be provided to his workmen by the Contractor. However, Special Safety Equipment, if any, needed as per requirement of the job shall be provided by BVFCL free of cost.
- 12.00 **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.

**13.00 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.

**14.00** 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).

**15.00 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.**

**16.0** 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)

**17.00** The bidders can ask the bidding conditions, if required. Also, they may seek information regarding rejection of their bid as the case may be.

**18.00 Agreement:** The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent/Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup on a non-judicial stamp paper costing Rs.100.00 within 10 (Ten) days of the date of receipt/ acceptance of the Work Order or before commencement of work whichever is earlier. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizer Corporation Limited. Namrup.

(M. P. Sinha)  
Chief Engineer (M), UB- III

**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 WITH SEAL)

Name :-----

Date :-----

Place :-----

**DETAILS OF EXPERIENCE**

Tenderer shall give information of similar works done during the **past seven years** strictly as per Proforma given below:

<b>Sl. No.</b>	<b>Full particulars of similar work carried out by Tenderer</b>	<b>Value of Contract</b>	<b>Contract ed Completi on time</b>	<b>Actual completio n time</b>	<b>Year of completio n</b>	<b>Name &amp; Postal Address of Client</b>

**NOTE:- Similar work means repair work of cooling towers in Chemical/Fertilizer industry of Government / Semi Government / other reputed organizations.**

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----  
Date : -----  
Place : -----

**PRESENT COMMITMENTS**

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

<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 WITH SEAL)

Name : -----

Date : -----

Place : -----



Ref. NIT no. N –III/Mech-55/UB-III/16/3479

Date: 09.05.2016

**SCHEDULE OF WORK & PROFORMA FOR QUOTING RATE**

**Name of job:** Repair work of Paharpur Design Cooling Towers (Model no. 6716 -4-03, sl. no. 80-2-221B) of Urea-III plant.

Sl. No.	Description	Quantity	Amount (₹)
1	<b>Repair work of Paharpur Design Cooling Towers (Model no. 6716 -4-03, sl. no. 80-2-221B) of Urea-III plant.</b>	1 Lot	
2	<b>Mobilization Charges</b>	L/S	
<b>Sub-Total</b>			
<b>Service Tax @ 14.5%</b>			
<b>Total</b>			

(Amount in words: Rupees )

Earnest Money: ₹. \_\_\_\_\_

Bank Draft/Pay Order/Journal no \_\_\_\_\_ Dt. \_\_\_\_\_

Remarks:- i)  
ii)

Signature: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address \_\_\_\_\_

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

(Seal)

Note: Incomplete filling of particulars will be regarded as incomplete bidding and will lead to summary rejection of the bid.

**DECLARATION FORM**

Ref. No.: .....

Date: .....

To

The Chief Engineer (Mech), Urea & Bagging - III  
BVFCL, Namrup

**Sub.: Repair work of cooling towers of Urea-III plant.**

Dear 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 as per attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. BVFCL and hereby bind myself/ ourselves to complete the work schedules and progress of work.

I/ We further agree to abide by the conditions of contract and agree to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tender.

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

Thanking you.

Yours faithfully,

For M/s. : .....

(Signature of Contractor/ Tenderer with SEAL)

Address : .....  
.....  
.....

**DECLARATION FORM**

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

<i><b>Sl. No.</b></i>	<i><b>DESCRIPTION</b></i>	<i><b>YES/ NO.</b></i> <i><b>(If Yes, give the following details)</b></i>		
		<i><b>Name and Designation of the Employee</b></i>	<i><b>Place of posting</b></i>	<i><b>Relation with the Employee</b></i>
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 reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof	<i><b>P.F. Reg. No.</b></i>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	<i><b>PAN No.</b></i>		
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i><b>VAT Reg. No.</b></i>		
5	Service Tax (S.T.) Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i><b>S.T. Reg. No.</b></i>		

(Signature of Contractor/ Tenderer with SEAL)

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

Place : .....

Date : .....