

## **TENDER DOCUMENTS FOR**

**'Replacement of existing water cooled condenser of Amm-III  
Plant with new one'**

**NIT No.: N-III/Mech-5/Cont-1194/5074 DTD: 08/06/2020**

**BVFCL, NAMRUP**



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**

**AMMONIA-III**

**MECHANICAL DEPARTMENT**

## 1.0 NAME OF WORK & BREIF DESCRIPTION OF THE EQUIPMENT:

**Replacement of existing water cooled condenser of Amm-III Plant with new one.**

### Water cooled condenser:

Make	: M/s ISGEC
Weight (Approx.)	: 59 MT
Length of WCC (Approx.)	: 12245.50 mm
Height of WCC (approx)	: 1850 mm
MOC of Inlet/Outlet	: SA 105
Gas pipeline (12")	
O.D of gas pipeline	: 324 mm
Thickness of gas pipeline	: 45 mm

## 2.0 SCOPE OF WORK:

It specifically not mentioned here in after or not mentioned anywhere else, the scope of work shall include but not limited to the following for completion of entire of job.

1. Blanking of 12"φ inlet and outlet gas lines for isolating synthesis loop (as required) prior to cutting and welding as instructed by Engineer-in-charge.
2. Cutting of 12"φ inlet and outlet gas lines at the nozzle ends and one more position if required for easy removal of the condenser and proper alignment of the pipes with new condenser.
3. Opening 2 nos of 24"φ bolted flange (M 24 stud - 20 nos in each) of cooling water inlet line.
4. Cutting and welding of 2 nos 24" pipeline of cooling water inlet and outlet line.
5. Removal of 8"φ pipe from position connected with the water inlet line by opening 2 nos. of bolted flange (M 16 studs- 8 nos in each)
6. Opening 2 nos of 24"φ bolted flange (M 24 stud of 20 nos in each) of cooling water outlet line.
7. Removal of 6"φ pipe from position connected with the water inlet line by opening 2 nos. of bolted flange (M 12 studs of 8 nos in each) and cutting of 8"φ pipe for removal of cooling water outlet line.
8. Opening 2 nos of 10"φ bolted flange (M 20 stud of 10 nos in each) for removal of backwash line.
9. Removal of vent connection and vent valve by opening 3 nos of 4"φ flange.
10. Cutting of 1½" φ vent line and supports from vent line and removing from the position.
11. Cutting & removing of 2" φ drain line.
12. All the anchoring bolts are to be removed. (Eight nos of M30 bolt to be removed).
13. Lifting of the existing condenser of 59 MT (approx.) weight and shifting of the same to the specified location.
14. Lifting, shifting and positioning of new condenser of identical shape and size.
15. Anchoring the cooler after proper alignment.
16. Joining of the inlet and outlet gas lines with the nozzles with necessary TIG welding with proper filler electrode.
17. Necessary preheating should be carried out before welding of pipe joints.
18. 100% DP test of welding joints should be done.
19. Stress relieving of welding joints should be carried out.
20. Welding joints are to be checked through NDT.
21. 100% Radiography of welding joints should be done.
22. Fitting of flange joints of inlet & outlet water line to the condenser after cleaning of jointing faces and positioning new cut gasket.
23. Positioning of 8" φ line to the inlet water line and fixing of 2 nos. of flange joints after cleaning of the joining faces and introducing of new cut gaskets.
24. Positioning of 6" φ line to the outlet water line and fixing of 2 nos. of flange joints after cleaning of the joining faces and introducing of new cut gaskets.
25. Fitting of 8" φ line to the outlet water line and fixing by grinding and welding of the joints.
26. Fitting of vent connection, vent valve and vent line with necessary support welding and introducing new cut gasket after cleaning of jointing faces.
27. Jointing of drain line in position.
28. Hydraulic test to be carried out to assure the system is leak-proof.
29. All best engineering practices and procedures and safety gadgets to be strictly followed to carry out the job.
30. Returning the unused supplied material to the Engineer-in-charge and cleaning of site debris / wastes and dumping them in the dumping yard.
31. Jobs should be executed as instructed by Engineer-in-charge.
32. Standard engineering practices must to be followed by the execution of the job.
33. Old WCC condenser and the debris must be shifted to the scrap yard after completion of the job.

### 3.0 SPECIAL TERMS & CONDITIONS:

#### 3.1 CONTRACTOR'S SCOPE:

1. **The required crane suitable for the job is to be arranged by the successful bidder.**
2. Successful execution of all jobs involved as detailed in the scope of work as in Clause-2.0 above.
3. Arrangement and deployment of total workforce including supervisory staff and engineers. Required Manpower like Qualified Welders, as per ASME Section-IX, Special Fitters, Grinder, Riggers, and Semi Skilled Workers etc. for smooth and timely completion of the job.
4. All necessary tools & tackles, special fixtures, slings, D-shackles, rope, masali, Consumables, required for carrying out the job as per scope and within specified time periods which will include necessary tools, etc.
5. Welding Electrodes/ filler rods for the execution of the job has to be supplied by the party. **The Party has to specify the name of suitable Welding Electrodes/ filler rods to BVFCL at the time of submitting their technical bid.**
6. **Successful bidder shall furnish Welding Procedure Specification and PQR prior to start of job.**
7. Gas Cutting Set consisting of Cutting Torch, Nozzles, Hoses & Regulators for Oxygen & DA, Lighter, Cylinder Key etc.
8. Welding generators, Grinding machines, TIG torches, other welding accessories like helmets, goggles, holders, welding cable, current regulators, tungsten rods, grinding & cutting wheels, Argon regulators, Argon cylinders, Cylinder Key, Slip-on Couplings, Current Regulator etc. & other arrangement for argon purging during welding, SS & MS wire brushes, Central and portable electric ovens for electrode's baking & heating etc.
9. The Contractor shall have adequate infrastructure for NDT (Radiography) and all equipments must be calibrated and in good condition.
10. Any other material required for carrying out the job like, Liquid Penetrant Examination Kit {Developer, Penetrant and Cleaner, preferably of ITW SIGNOD, Hyderabad (Make: Magnaflux)& other NDT kit, Drills, Reamers, Grinding Wheels, Buffing Wheels, Wire Brushes, Emery Papers, Cotton Wastes etc.
11. The contractor shall understand that he will be working in a major shutdown of the plant and shall work accordingly. The scope of work is only a guide line of major operations and the contractor shall carry out such minor jobs not detailed herein which may be needed for successful execution of the job.
12. To adhere to the safety rules formulated by BVFCL and strictly follow all safety permit guidelines.
13. Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
14. All personnel of the contractor shall move in the plant premises with proper identity and safety helmets.
15. Any Measuring instruments like inside and outside caliper, Bore Gauge, Vernier caliper, Measuring Tape etc. for inspection.
16. Supervision of job shall be in Contractor's scope. However, a close liaison shall be maintained with the BVFCL's Engineer In-Charge for day-to-day progress of the job.
17. To arrange Police verification of their manpower for making Gate passes to enter BVFCL, Namrup factory premises, if required.
18. To make all the necessary security arrangements, at his own cost, for his office & stores, to ensure safety of all equipment / material.
19. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.
20. To return the dismantled / excess / scrap material to BVFCL's stores as per the instructions of the engineer in-charge.
21. To maintain all the records for men, materials and execution of job as required by law as well by Owner/Consultant.
22. **Removal & Disposal of all the waste material etc.** from work sites and hand over the same to the concerned as directed by Engineer In-Charge. The area shall have to be cleaned after completion of the job and no Material, used in carrying out this job, should remain in the area.
23. All necessary scaffolding required will have to be arranged by the executing agency along with their assembling and dismantling.

#### 3.2 BVFCL'S SCOPE:

- 3.2.1 Providing new Water Cooled Condenser and studs & nuts etc.
- 3.2.2 Temporary LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN switch, Flood Lights, Hand Lamps, Extension Boards etc. (However requirement to be given by contractor along with their quotation).
- 3.2.3 Water supply & Instrument air supply.
- 3.2.4 Store cum Office space at site.
- 3.2.5 Lodging for Contractor's staff and workmen, if required, on chargeable basis, subject to availability.
- 3.2.6 Medical facilities, as available in BVFCL Hospital, on chargeable basis subject to availability.

#### 3.3 The price preference to MSE's shall not be applicable in this tender except EMD exemption.

#### 3.4 As the job is critical in nature, PQC relaxation for startup & MSE bidders shall not be applicable.

#### **4.0 TIME SCHEDULE/COMPLETION TIME:**

- 4.1 The tentative month of commencement of work would be **August-Sept 2020**. Mobilization of Men and Material shall be done within 7 (Seven) days of our intimation by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible.
- 4.2 **The maximum allowable completion period will be 15 days after site clearance.**
- 4.3 All the Jobs of Scope of Work shall be completed within this time Period.
- 4.4 If due to exigencies of job, the time of completion extends beyond 15 days from the time on which the site is handed over to the contractor, attributable to BVFCL, then contractor has to keep his complete staff for a further period of 10 days as free overrun period, for which no additional charges will be borne by BVFCL.
- 4.5 **The contractor shall prepare & submit the Bar Chart indicating various activities for all the Jobs.**
- 4.6 During monsoon and at other time, it shall be the responsibility of the Contractor to keep the work site & stores free from water & ingress of moisture at his own cost to avoid interruption of work. No compensation for any damage due to rain, storm etc., during execution of work, shall be made by BVFCL.
- 4.7 If at any time in the opinion of Engineer In-Charge, the Contractor has fallen behind the Schedule, the Engineer In-Charge may without any extra cost to BVFCL, take remedial measures as required to improve the progress such as but not limited to:
- 4.7.1 Employ overtime operations.
- 4.7.2 Increase the number of shifts.
- 4.7.3 Work on Sundays and holidays.
- 4.7.4 Increase his resource deployment.
- The Contractor in such case shall demonstrate the manner as to how he proposes to adhere to the Schedule and make up the lost time in a period to be specified by BVFCL.

#### **5.0 GENERAL TERMS & CONDITIONS:**

- 5.1 It shall be obligatory on the part of The Bidder to adhere strictly to the time schedule quoted and accepted by us in our order. In case of delay in completion time, unless extension of completion time has been granted by us on application of The Bidder, we may at our option either (1) recover liquidated damage from the party at a sum equal to 0.5 % per week or part thereof of the work order value subject to maximum 10% of the value of the work order or (2) Get the job executed from other agency on account and at the risk & cost of the Bidder or (3) Cancel the contract without prejudice to our rights under (1) & (2) above of the NIT and the date of opening of tenders. It shall also contain EMD.
- 5.2 Subsequent to an order being placed against bidder quotation, received in response to this, if it is found that the execution of job is not of the right quality or not in accordance with our specifications (required by us) or received in damaged conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the work, cancel the contract and get the job executed from the other sources and recover the loss, if any, from the Bidder reserving to our self the right to forfeit the security deposit, furnished by the Bidder against the contract. The Bidder will make their own arrangements to rectify the rejected work within a fortnight of instruction to do so.
- 5.3 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.
- 5.4 **INSPECTION:** The entire work covered under contract shall be inspected by BVFCL's Engineer In-Charge from time to time as well as on its completion subject to Inspection as below. The work will have to be completed to the entire satisfaction of the Engineer In-Charge.
- 5.4.1 **Prior to job starting:** Manpower, Equipment / Machines, Tools and Tackles, Consumables, Personal Protective Equipment etc. are as per scope mentioned above at "Contractors Scope".
- 5.4.2 **During job in progress:** As per "Scope of Work"
- 5.4.3 **After completion of job:** Returning of material and cleaning of site as per scope mentioned above at "Contractors Scope".
- 5.5 **SUBMISSION OF DOCUMENTS:** The successful bidder shall submit the following:
- a. Guarantee Certificate against any repair defect for a period of 12 months from the date of commissioning or 18 months from the date of completion of work.
- b. Stress relieving report.
- c. Radiography report.
- 5.6 Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. Submission of tender implies that the Bidder has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.
- 5.7 The following tenders will be liable to be summarily rejected:
- 5.7.1 Tenders submitted by Bidder(s) who resort to canvassing.
- 5.7.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
- 5.7.3 Tenders not accompanied by the required Earnest Money Deposit.
- 5.7.4 Tenders received late / delayed.
- 5.8 If the Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

- 5.9 The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the jobs working round the clock as per BVFCL's requirement to be decided by the Engineer-In-Charge and the Contractor should take this aspect into consideration while formulating his rates to be quoted.
- 5.10 **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, 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.
- 5.11 **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 Plant. 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.
- 5.12 **VALIDITY OF CONTRACT:** Validity of the contract shall be for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.
- 5.13 **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
- 5.14 **EARNEST MONEY DEPOSIT:** The Bidder should make a deposit of ₹ 97,300.00 only as Earnest Money in the form of an A/c Payee Demand Draft, drawn on State Bank of India in favor of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223).  
Bank guarantee as E.M.D in place of Demand draft shall not be entertained.
- 5.14.1 **EXEMPTION FROM PAYING TENDER FEES AND EARNEST MONEY DEPOSIT:**  
With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises (MSE) shall be entitled for EMD exemption subject to conditions as under:  
MSE bidders must submit valid registration certificates from any of the following (or any other body specified by the Ministry of MSME) for exemption of EMD as applicable for this tender:
- National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission(KVIC)
  - Khadi and Village Industries Board(KVIB)
  - Directorate of Handicrafts and Handloom
  - Udyog Aadhar Memorandum.
- 5.15 **SECURITY DEPOSIT-CUM /WORKMANSHIP GUARANTEE:** For due and faithful execution and performance of the contract the contractor shall provide the Owner with financial guarantee in the form of a Bank Guarantee, issued by any Nationalized Bank, for sum equivalent to 10% of the total contract value within a period of 30 days of placement of work order. The Bank Guarantee so executed shall be valid till the expiry of defect liability period with provision of claim period of up to 06 months. **No interest shall be paid on E.M.D. and S.D.**
- 5.16 **PERIOD OF LIABILITY:**  
The bidder shall stand **guarantee for** the work done for trouble free operation for a period of 12 months from the date of commissioning or 18 months from the date of completion of work whichever is earlier. 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.



**5.17 TERMINATION OF CONTRACT:**

If the Contractor becomes unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also terminate the contract after giving a 1(One) day's notice in writing, if, in its opinion, the work under the contract is not being executed to its satisfaction:

- 5.17.1 If, at any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 1 day by the Engineer-In-Charge, **OR**
- 5.17.2 If the Contractor persistently disregards the instructions of Engineer-In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing is given to him by the Engineer-In-Charge. **OR**
- 5.17.3 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority. **OR**
- 5.17.4 If the Contractor abandons the contract **OR**
- 5.17.5 If the Contractor becomes bankrupt / insolvent. **OR**
- 5.17.6 Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, **OR**
- 5.17.7 Persistently fails to adhere to the agreed program of work, **OR**
- 5.17.8 Sublets the work in whole or in part thereof without BVFCL's consent in writing **OR**
- 5.17.9 Performance is not satisfactory or work is abnormally delayed.

BVFCL shall have right to get the leftover jobs done by alternative agencies at the Risk & Cost of the Contractor besides other legal remedies available to it.

- 5.18 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.
- 5.19 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.
- 5.20 **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
- 5.21 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.
- 5.22 **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.
- 5.23 **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-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
- 5.24 **ENGINEER IN-CHARGE:** The Engineer-in-charge shall have general supervision and direction of the work. He/she has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He/she 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.
- 5.25 **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.

- 5.26 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.
- 5.27 **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.
- 5.28 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. 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.
- 5.29 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time. 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.
- 5.30 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.
- 5.31 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.
- 5.32 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.
- 5.33 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.
- 5.34 Preservation of Free Issue Material: All materials issued to the Contractor by the Owner shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Contractor and he shall be liable to compensate BVFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.
- 5.35 Issue of material from BVFCL: Any issue of materials from BVFCL stores not covered in BVFCL obligation will be issued and charged on BVFCL issue rate +25% + All Taxes will be charged extra. The issue of such material will be sole discretion of BVFCL.
- 5.36 **WORKMEN COMPENSATION / INSURANCE:**
- 5.36.1 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.
- 5.36.2 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.
- 5.36.3 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.

#### **6.0 TERMS OF PAYMENT:**

- 6.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply. **However, 100% payment is subject to fulfillment of Security Deposit-Cum- /Workmanship Guarantee as in noting at clause no 5.15 of General Terms & Conditions.** In case the party does not submit Security Deposit-Cum-Performance/Workmanship Guarantee as stated above, 90% value of the completed work will be released. The balance 10% shall be retained as Security Deposit which will be released after successful completion of the guarantee period.
- 6.2 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days. Payment will be released within 30 days of receipt of the rectified bill/clarification.
- 6.3 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.
- 6.4 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 6.5 Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 2.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.
- 6.6 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.
- 6.7 **LIQUIDATED DAMAGE:**  
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.

#### **7.0 ALTERATIONS, OMISSIONS, ADDITIONS OR SUBSTITUTIONS OF WORK:**

- 7.1 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.
- 7.2 In the event the extra or substituted items of the work does not fall in the category as above, the cost will be calculated on the basis of actual Labour and consumable material utilized for the job. The quoted rates will be inclusive of Overheads and Profit. The Engineer In-Charge will assess the quantum of Labour and consumable material used; whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of BVFCL for rates payable to him for such extra items.
- 7.3 In case, the Contractor fails to do the extra and / or the substituted work, BVFCL will have the option to get the work done through another agency at the Contractor's Risk and Cost.

#### **8.0 SAFETY REGULATIONS:**

- 8.1 The contractor shall observe and abide by all fire and Safety regulations of the 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, he will do familiarize him with such regulations, copies of which will be furnished to him by BVFCL, when requested. He shall be responsible for and must make good to the satisfaction of the BVFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the BVFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation.
- 8.2 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 equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by BVFCL free of cost. For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be "Absolute liability".



**9.0 FORCE MAJEURE:**

- 9.1 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.

**10.0 CONCILIATION & ARBITRATION:**

- 10.1 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'.
- 10.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 10.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

- 11.0** 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).

**12.0 JURISDICTION:**

- 12.1 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.

**13.0 AGREEMENT:**

- 13.1 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 of ₹ 100.00 before start of job. 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 Fertilizers Corporation Limited.

- 14.0** BVFCL is committed to a corruption free environment, "All the works contract, services 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 responsible citizen to inform the matter to Vigilance Office, BVFCL Namrup, Assam (Email: [vigilance@bvfc.co.in](mailto:vigilance@bvfc.co.in))

Chief Engineer (Mech), AG, CPP & CMW

(SPECIMEN COPY-TO BE FILLED ONLINE)

Ref: N-III/MECH-5/Cont-1194/

**PROFORMA-I**

**INFORMATION REGARDING TENDERER**

<b>A) In case of individual</b>		
i)	Name of Business	FILL ONLINE
ii)	Whether his Business is registered	FILL ONLINE
iii)	Date of commencement of business	FILL ONLINE
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year	FILL ONLINE
<b>B) In case of Partnership</b>		
i)	Name of Partnership	FILL ONLINE
ii)	Whether the Partnership is registered	FILL ONLINE
iii)	Date of establishment of firm	FILL ONLINE
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	FILL ONLINE
<b>C) In case of Limited Liability Company or Company Limited by Guarantee</b>		
i)	Amount of paid up capital	FILL ONLINE
ii)	Name of Directors	FILL ONLINE
iii)	Date of Registration of Company	FILL ONLINE
iv)	Copies of the last two years' Balance Sheets of the Company	FILL ONLINE
<b>D) Income Tax</b>		
i)	Income Tax Clearance Certificate for previous years.	FILL ONLINE

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----  
Dated : -----  
Place : -----

(SPECIMEN COPY-TO BE FILLED ONLINE)

**Ref:** N-III/MECH-5/Cont-1194/

**PROFORMA: 2**

**DETAILS OF EXPERIENCE**

Bidder shall give information of similar works done as per Eligibility Criteria during the **past seven years** strictly as per proforma given below:

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

Certified that the above information filled online is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----

(SPECIMEN COPY-TO BE FILLED ONLINE)

Ref: N-III/MECH-5/Cont-1194/

**PROFORMA: 3**

**PRESENT COMMITMENTS**

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

Sl. No.	Name of work	Name & address of Client	Contract Value	Brief description of work	Date of completion	% age completed	Expected date of completion of balance work
1.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
2.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
3.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
4.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
5.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
6.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE

Certified that the above information filled online is correct.

((SIGNATURE OF BIDDER WITH SEAL))

Name : -----

Dated : -----

Place : -----

(SPECIMEN COPY-TO BE FILLED ONLINE)

Ref: N-III/MECH-5/Cont-1194/

PROFORMA NO:4

**PROFORMA NO. - 4**

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

Sr. No	Description	Quantity	Size/Capacity	Owner
A.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
B.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
C.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
D.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
E.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
F.	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----



(SPECIMEN COPY-TO BE FILLED ONLINE ONLY)

**PROFORMA NO.: 5**  
**(PRICE BID)**

Ref: N-III/MECH-5/Cont-1194/

**SCHEDULE OF WORK, QUANTITY & RATE(S)**

Sr. No.	Description	Quantity	Rate	Amount (Rs) (In Figures)
1.0	Replacement of existing water cooled condenser of Amm-III Plant with new one (including mobilization charges, crane charges) as per Scope of work.	1 (one) Lot	L/S	FILL ONLINE
			<b>GST @ 18%</b>	FILL ONLINE
			<b>Total</b>	FILL ONLINE

**Notes:**

- The Rates quoted online should be inclusive of all Taxes, Duties, Royalties, P&F charges and other Statutory Levies to be payable except GST.** Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
- The quoted rates should include mobilization and de mobilization charges of personnel, travelling charges, lodging and fooding charges & local conveyance.
- The quoted rates should include charges for provision of crane.
- TDS** shall be applicable as per Income Tax Rules.
- The Bid shall be evaluated on the overall lowest cost only.**

Signature of the Bidder: \_\_\_\_\_ Date \_\_\_\_\_

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

Address & SEAL:

Ref No.: N-III/Mech-5/Cont-1194

**ANNEXURE-I**

**ELIGIBILITY CRITERIA FOR THE BIDDER**

1. Tenderer should have experience of similar work means experience in Mechanical aboveground work involving activities like Erection, Fabrication, welding by using standard engineering welding process, Testing of High Pressure piping of Alloy Steel material, Erection & commissioning of Pressure Vessels in any of the following industry:  
"Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and private sector".
2. The bidder shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim of doing such work directly by them or their sister concern on their independent capacity (work order shall be placed by the organization directly on the contractor who has participated in the tender. The job carried out by the contractor for the organization through other agency where the work order is not in the name of the contractor shall not be considered for further evaluation purpose i.e. **WO in the capacity of sub-contractor shall not be accepted**) and 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 each costing not less than Rs. 16,48,884.00 (OR)
  - b. Two similar completed works each costing not less than Rs. 20,61,105.00 (OR)
  - c. One similar completed work each costing not less than Rs. 32,97,768.00--ABOVE FIGURES ARE EXCLUDING TAXES--
3. The Tenderer should have experience and capability in various NDT examinations like DPT, Radiography for Weld Joints of their own or through the agency having expertise in the respective job. Tenderer shall furnish documentary evidence for the same. Tenderers should also have NDT Engineers/ Specialists qualified by the competent authority i.e. at least ASNT/ISNT Level II in UT, MPT, DPT, RT for carrying out statutory NDT inspection as per rule 19 of SMPV (U) rules 1981. Tenderer shall furnish documentary evidence for the same.
4. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 14,59,260.00. Tenderer shall furnish necessary documents in this regard.

Signature of the Bidder: \_\_\_\_\_ Date \_\_\_\_\_

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

Address & SEAL:

**ANNEXURE-II**

**DECLARATION FORM**

Ref. No: N-III/MECH-5/Cont-1194/

Date: .....

To

Chief Engineer (Mechanical), AG, CPP&CMW  
BVFCL, Namrup

**Sub.:** 'Replacement of existing water cooled condenser of Amm-III Plant with new one'

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 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 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/ Bidder with SEAL)

Address : .....

.....

.....

Ref. No: N-III/MECH-5/Cont-1194

**ANNEXURE-III**  
(Part of Contract)

**DECLARATION FORM**

**THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR**

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder 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		<b>P.F. Reg. No.</b>	
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof		<b>PAN No.</b>	
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof		<b>VAT Reg. No.</b>	
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof		<b>G.S.T. Reg. No.</b>	
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 Contractor/ Bidder with SEAL)

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

Place : \_\_\_\_\_

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