

TENDER DOCUMENTS

FOR

Inspection of R.G. Boiler, Secondary Reformer, auxiliary boiler tubes, start up furnace coil, waste heat recovery unit coils & auxiliary fire super heater by Non Destructive Examinations on contract.

NIT No.: N-III/Mech-5/Cont-871/103 , DT.05-05-2016

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
AMMONIA-III
MECHANICAL DEPARTMENT

1.00 **SCOPE OF WORK:-**

Scope of work shall include but shall not be limited to the following for Inspection of R.G. Boiler, Secondary Reformer, auxiliary boiler tubes, start up furnace coils, waste heat recovery unit coils & auxiliary fire super heater by Non Destructive Examinations :-

1.01

(A) For R.G. Boiler shell:-

- i) Ultrasonic scanning of selected weld joints
- ii) Metallographic examination at selected points of tubes.

(B) For Secondary Reformer shell:-

- i. Ultrasonic scanning of selected weld joints
- ii. Metallographic examination at selected points of tubes.

(C) For Auxiliary Boiler:-

- i. Ultrasonic scanning of selected weld joints
- ii. Metallographic examination at selected points of tubes.

(D) For Auxiliary Fire Super Heater and Waste Heat Recovery Unit Coils:-

- i. Ultrasonic scanning of selected weld joints
- ii. Metallographic examination at selected points of tubes/ coils

(E) For Start up Furnace:-

- i. Ultrasonic scanning of selected weld joints
- ii. Metallographic examination at selected points of tubes.

1.01. Submission of preliminary site report after completion of job prior to leaving BVFCL site.

1.02. Submission of final report with copy of replica of Metallographic examination within one month from the date of completion of jobs. The report shall indicate present condition of the R.G. Boiler, Secondary Reformer, start up furnace coils, auxiliary boiler tubes, waste heat recovery unit coils & auxiliary fire super heater and estimated residual life.

Remarks: Joints & spots for inspection shall be as per instruction of Engineer in charge for the above jobs.

I. SPECIAL TERMS & CONDITIONS:-

1.00 Party's Scope

- i) Mobilization & demobilization of skilled manpower & required NDT instruments.
- ii) Boarding, lodging & local conveyance for their team.
- iii) PPE & insurance of personnel deployed.
- iv) Submission of final inspection report in triplicate.

2.00 BVFCL'S SCOPE:

- i) Provision of scaffolding as and where required.
- iv) Hand lamp with 24 volt power supply.
- v) Provision of electrical power connection & water as required.

3.00 TIME SCHEDULE/COMPLETION PERIOD:-

3.01 Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 10 (ten) days.

3.02 You shall submit a work-time schedule for entire scope of work and shall submit daily progress report for close monitoring of the progress made.

3.03 **Mobilization of Men and Material shall be done within 10 (ten) days of our intimation** by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible and the Tenderer shall mention in the Tender the Minimum Time Period required for site mobilization. The site mobilization shall be completed within agreed Time Period.

II **GENERAL TERMS & CONDITIONS:**

1.00 **Validity of Contract**

5.1 The job shall be taken up during ensuing shut down of N – III group of Plants tentatively scheduled in June -July 2016. Normally, a Notice of 15 days would be given for mobilizing the resources for site. But the party should be able to mobilize at a very short notice (within mobilization period), if required. However, the contract shall remain valid for a period of 12 (Twelve) months reckoned from the date of its award.

2.00 **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.

3.00 **Sub-Contracting:** Sub-Contracting of the work or part thereof will **not be allowed** without prior permission of the owner, i.e., BVFCL, Namrup **and this shall be a ground for termination of the contract.**

4.00 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.

5.00 **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:

or

5.1 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

5.2 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

5.3 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

5.4 If the Contractor abandons the contract

or

5.5 If the Contractor becomes bankrupt / insolvent.

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.

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6.00 **Terms of Payment:-**

- 6.01 100% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery if any.
- 6.02 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.
- 6.03 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 Excise Authority.

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 7.5 % of the total value of the work.**

- 7.00 **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.

- 8.00 You shall ensure that the payment of the minimum wages to the labourers, as specified by Government from time to time, is made in accordance with the Minimum Wages' Act. Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the rates quoted by the Contractor. If, at any time, it is noticed or it comes to knowledge that the payment to the labourers 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 payments.
- 9.00 You shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
- 10.00 You shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. You shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 11.00 **Safety Regulations:** The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of BVFCL. Before starting the 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. 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 **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.

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13.00 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.

14.00 Conciliation & Arbitration:

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

15.00 Workmen's Compensation / Insurance:

- 17.1 The Contractor will be solely responsible for any liability to his workers in respect of any accident, injury arising out of and in the course of contractor's employment. **To meet his aforesaid obligations under the Workmen's Compensation Act the Contractor will obtain Cover Note under Workmen's Compensation Policy from Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement.** The premium payable to the aforesaid Insurance Policy shall be borne by the Contractor. The Contractor shall ensure that the said Insurance Policy remains valid till the expiry of the contract.

16.00 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.

17.00 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. (Tel No: 0374 2507092/ 0374 2507167).

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

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INFORMATION REGARDING TENDERER**PROFORMA NO. - 1**

A) In case of individual		
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) In case of Partnership		
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	
C) In case of Limited Liability Company or Company Limited by Guarantee		
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	
D) Income Tax		
i)	Income Tax Clearance Certificate for previous years.	

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

11.1.1.1.1 DETAILS OF EXPERIENCE

PROFORMA NO. - 2

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

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

NOTE: - **Similar work means Inspection of high pressure Boilers , Reformers, , waste heat recovery unit coils & auxiliary fire super heater by Non Destructive Examinations in Government / Semi Government / other reputed organizations.**

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

PRESENT COMMITMENTS**PROFORMA NO. - 3**

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

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

Certified that the above information is correct.

((SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

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

PROFORMA NO. - 4

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

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

SCHEDULE OF WORK, QUANTITY AND RATES

(Proforma for quoting rates)

SI No	Description	Quantity	Rate per joint(₹)	Total(₹)
01	Execution of Ultrasonic Testing of weld joint and reporting of the same 1.RG Boiler shell-06nos 2.SR Shell-08 nos 3.A.Boiler -14 nos 4. Auxiliary fire super heater and Waste heat recovery coil -12 nos 5. Start up furnace -10nos	50 Joints		
02	Metallographic examination of tubes with determination of photo-micrographs and interpretation 1.RG Boiler shell-06nos 2.SR Shell-08 nos 3.A.Boiler -14 nos 4. Auxiliary fire super heater and Waste heat recovery coil -12 nos 5. Start up furnace -10nos	50 Spots		
Sub total				
Service Tax @ 14.5%				
Total				

(.....) only

Remarks:- i)

ii)

(SIGNATURE OF TENDERER WITH SEAL)

Name :

Dated :

Place :

ANNEXURE-A
(Part of Contract)

DECLARATION FORM
(To be submitted in Envelop - II)

Ref. No.:

Date:

To

The Addl. Chief Engineer (Mechanical), Amm-III & CPP
BVFCL, Namrup

Sub.: 'Inspection of R.G. Boiler, Secondary Reformer, auxiliary boiler tubes, waste heat recovery unit coils & auxiliary fire super heater by Non Destructive Examinations on contract..'

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
(To be submitted in Envelop - II)

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

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

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

Place :

Date :