

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
(A GOVT. OF INDIA UNDERTAKING)
P.O. Parbatpur- 786623, Dist. Dibrugarh, Assam
MECHANICAL DEPARTMENT, AMMONIA-II
NOTICE INVITING TENDER

Tender Notice No.: NAM/AMM-II/M/CONT-1013/351

Date: - 24-06-2019

Sealed tenders are hereby invited on item rate/lump sum basis from experienced and approved contractors for the following work(s) in Brahmaputra Valley Fertilizer Corporation Limited, Namrup.

Sl. No.	Name of the work	Earnest Money (`)	Completion time days/ months	Tender Paper Cost (`)
01	Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.	5610.00	180 days	100.00

Contractor means the experienced/ licensed/ approved and contractor who are registered with Govt. Dept. for respective jobs of Mechanical Engineering. The contractor must have experience in similar nature of job from any Govt./ Semi-Govt. organization.

Tender papers/ documents can be obtained during working hours from the office of Dy.C.E. (M), AMM-II & U-II on payment of the tender paper cost.

Tender papers/documents can also be downloaded from BVFCL website www.bvfcl.com & www.eprocure.com along with required tender paper cost & Earnest Money in the form of Payment Challan issued by BVFCL, Namrup & payable at S.B.I., Namrup

- Closing date of sale of Tender Paper 29-06-2019 at 04:00 PM
- Last date of submission of Tender Paper 01-07-2019 at 03:00 PM
- Opening date of tender 01-07-2019 at 03:30 PM
- Venue: Office of Dy.C.E. (M), AMM-II & U-II
- The tender will be opened on the above scheduled date and time in presence of the Tenderer or their authorized representative who may like to be present BVFCL, Namrup will neither be responsible nor consider the late submitted tenders.
- Bidder may if they so wish ask about the bidding conditions, bidding process and/ or rejection of the bid.
- 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).

Signature.....

Name: Tapan Das

Designation: Dy.C.E. (M), AMM-II & U-II

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
TENDER FORM

NOT TRANSFERABLE
Date of issue.....

Sl. No.....

Tender Notice No.: NAM/AMM-II/M/CONT-1013/351 Date: - 24-06-2019

Last date of submission 01-07-2019 at 03:00 PM

Name of work: Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.

Issue to (Name & Address of the party)

No. of tender documents
Issued.....

Signature of Issuing Officer
Dept.....

TO BE FILLED IN BY THE TENDERER

I/ we hereby tender for the execution for the BVFCL, Namrup of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein & in all respect in accordance with the specification, designs, drawing and instructions referred to in the NIT conditions "THE GENERAL DIRECTIONS AND CONDITIONS" of contract and in all other respects in accordance with such conditions and special; conditions so far as applicable.

MEMORANDUM

1. General Description of the work: Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.
2. Earnest Money: - ` 5610.00 (Rupees Five Thousand Six Hundred Ten) only.
3. **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:
 - 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.
4. Time allowed for the work: 180 days
5. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions and conditions contained in NIT, GDCC and the special; conditions which have been read and understand by me/ us so far as applicable or in default thereof to forfeit and pay to the corporation or their successors or assignees, the sum of money mentioned in the said conditions.

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6. The sum of ` has been deposited vide..... dtd..... with the Finance Manager in favor BVFCL, Namrup as earnest money, the full value of which to be absolutely forfeited to the BVFCL, on their successors or assignees without prejudice to any other rights or remedies of the said Corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

ENCLOSURES:

1. Earnest money through Payment Challan.
2. Scheduled of Quantity & Performa for Quoting Price (Annexure- III)
3. Scope of work duly read and signed on every page (Annexure- III A)
4. Special terms & conditions duly read and signed (Annexure- IV)
5. Goods & Service Tax Registration Certificate, if applicable.
6. PAN Card.
7. Copy of W.O. executed for similar nature of jobs.

Dated.....

Signature of the contractor
Name & Address of Contractor

.....
.....

Witness i)

Signature 1.....
& address.....
of witness.....

ii)

2.....
.....
.....

No. NAM/AMM-II/M/CONT-1013/351

Date:- 24-06-2019

Sub: Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.

SCHEDULED OF QUANTITY & PROFORMA FOR QUOTING PRICE

Sl. No.	Description of work	Quantity	Rate (₹)	Amount (₹)
1.	Service charge for hot insulation job by removing old damaged insulation and fixing of new insulation of standard thickness with new aluminum sheet (Grade: 22 SWG).	200 m ²		
2.	Material Cost (Aluminum Sheet of Grade: 22 SWG, fixing screws, G.I. wires, aluminum strips, sealing compounds etc)	200 m ²		
Sub Total				
Add CGST @9% on				
Add SGST @9% on				
Total				

Total Cost

(₹) only

Signature.....

Name and Address of Contractor

.....

.....

Pan No.....

Date :

Place :

SCOPE OF WORK

Sub: Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.

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

- 1.00 Shifting of insulation material (mineral wool) required for the job from BVFCL Store to site.
- 2.00 Making scaffoldings for working and accessing the job as and where required.
- 3.00 Removal of old damaged insulation and aluminum sheet.
- 4.00 Cleaning the surface area of pipelines to be insulated.
- 5.00 Applying & fixing of new insulation material of appropriate thickness covering all the required areas.
- 6.00 Covering the insulation by proper fixing of new aluminium sheets with screws.
- 7.00 Dismantling of scaffoldings and carrying/cleaning of site debris/ waste to dumping yard after completion of job.
- 8.0 Returning of unused supplied materials to the site store.

Note:

- 1.0 Arrangement of all tools & tackles, consumables like fixing screws, G.I. wires, aluminum strips, sealing compounds etc. shall be arranged by the party at their own cost.
- 2.0 Insulation material (mineral wool) required for the job will be supplied by BVFCL.
- 3.0 New Aluminum sheet (Grade: 22 SWG) shall be supplied by the party.
- 4.0 All standard engineering practices and safety procedures shall be followed till completion of the job.
- 5.0 Any other activities, not included above required for successful completion of the job shall be in the party's scope.

(Tapan Das)
Dy.C.E. (M), AMM-II & U-II

SPECIAL CONDITION RELATED TO THE WORK

Sub: Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.

A) Special Commercial Terms:

- 1) Tenderer must submit documentary evidence of PAN.
- 2) Tenderer must furnish Goods & Service Tax Registration Certificate with the tender, if applicable.
- 3) Experience in execution of hot insulation job from any Govt./Semi Govt. organization must be produced. The bidders shall submit the following along with tender documents:

Relevant work order copies to be furnished as per following criteria:

- a) Three similar completed works costing not less than the amount equal 40% of the estimated cost.

Or

- b) Two similar completed works costing not less than the amount equal 50% of the estimated cost.

Or

- c) One similar completed work costing not less than the amount equal 80% of the estimated cost.
- 4) The tenderer must pay their workmen the minimum wages & facilities as per latest circular of Central Govt.
- 5) The Tenderer shall have to make an exgratia payment of ` 1000.00 (One Thousand) only to the dependents of labour in the event of the labour's death occurring while on duty. The payment will be made by BVFCL immediately & will be recovered from the Contractor's bill.
- 6) **Validity of Tender:** The tender should remain valid for a period of 180 (One Hundred Eighty) days from the date of opening of tender.
- 7) **Validity of Contract:** The contract should be valid upto a period of 01 (one) years.

Above documents shall have to be submitted along with the application of Tender paper or with the tender. In absence of any of the above, the Tender is liable to be cancelled.

B) Brief description of the scope of work and responsibilities:

- 1) Hot insulation with fixing of new aluminium sheets in Auxiliary Boiler section, RG Boiler, Primary Reformer and various steam lines of AMM-II Plant.
- 2) The tenderer shall be ready to engage his personnel on short information. Therefore, tenderer or his representative should be always in touch with the maintenance activities Engineer-In-Charge of BVFCL.
- 3) Before starting the work the tenderer has to obtain the necessary job clearance form the Engineer-In-Charge.
- 4) Necessary safety work permit shall be available from the Engineer-In-Charge and the same shall be got extended at every shift change regularly.
- 5) All safety measures, skilled & unskilled manpower required for the job shall have to be arranged by the tenderer
- 6) To arrange insulation materials (from stores or any specified area), required tools and tackles including consumables, unloading and proper storage at site of Insulation and other materials, necessary scaffolding and any other materials that might be needed to execute the insulation work have to be arranged by the tenderer.
- 7) Before application of insulation, the surfaces shall be cleared free all dirt, oil, loose scales etc. to the satisfaction of engineer-in-charge.
- 8) Maintaining of records of all works and inspection reports and submission of periodical progress reports by the Contractor as per advice of BVFCL.
- 9) The job shall be started immediately (within a day) on LOI/written order. After completion of job the site shall be cleaned and remove all debris properly.
- 10) Before submission of the bid the tenderer shall visit the plant to understand the job thoroughly.

Contd.....2/-

1.0 BVFCL SCOPE:

- 1.01 Required insulation material shall be provided by BVFCL as free issue material.
- 1.02 Electricity & water, if required for execution of the job shall be supplied free of cost.
- 1.03 Issue of work permit.

2.00 MATERIALS :

Supply of all materials required for the completion of entire work, unless expressly stated otherwise in NIT shall be the responsibility of contractor. The quality of materials procured shall be as per standards and specifications which form part of this tender and shall be subjected to inspection/ approval of engineer –in-charge before these are allowed to be used in the works. The tenderer shall furnish full specifications of insulation materials and accessories he intends to use for this work.

The specifications of materials shall be as follows: -

- i) Tic wires-galvanized, annealed.
- ii) Bands / strips- Aluminium.
- iii) Sheet metal for jacketing-Aluminium Alloy NS 3H to IS-737, thickness 22SWG.
- iv) Self tapping screws-cadmium plate.
- v) Adapter screws for ring spaces- galvanized.

3.00 COMPLETION TIME:

The subject job shall be completed within 180 days after getting site clearance and safety work permit. However, monthly RA bill can also be arranged if delay in site clearance. A maximum of 10 (ten) days will be allowed for site mobilization from the date of award of the LOI / Work Order.

4.00 CLEANING OF SITE:

The tenderer shall clean the site by removing all the debris/ dismantled items by transporting the same to the dumping yard within factory premises at his own cost and risk.

5.00 SECURITY DEPOSIT-CUM-PERFORMANCE/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 6 months. **No interest shall be paid on E.M.D. and S.D.**

6.00 Terms of Payment:

- 6.01 100% of value against the successfully completed jobs as per scope of work will be released within 30 days subject to meeting the prescribed criteria of the work. **However, 100% payment is subject to fulfillment of Security Deposit-Cum-/Workmanship Guarantee as in noting at clause no 5.00 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. However, Payment shall be made as per actual quantum of job done.
- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 TDS rate 2% as per applicability in the section 51 of CGST Act 2017 notified on 13/09/2018. TDS rate 1% CGST and 1% SGST will be deducted from your bill.
- 6.06 The contractor will be allowed one running bill in a month, duly certified by site in charge.
- 6.07 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.

7.00 WORKMANSHIP GUARANTEE:

The work executed shall be guaranteed for a period of 6 (Six) months from the date of completion of the job. During this period the party shall rectify the defects with no cost to BVFCL.

8.00 MEASUREMENT:

Payment to be released as per joint measurement taken by contractor and BVFCL engineer and duly certified for actual quantity of work executed and at the rates quoted by you and accepted by BVFCL.

9.00 TAXES:

9.01 Income Tax at the prevailing rate shall be deducted from the party's bill.

9.02 Statutory deductions, if applicable as per BVFCL rules will also be recovered from the contractor's bill.

9.03 Goods & Service Tax shall be paid on production of documentary as per rules.

10.00 MEDICAL FACILITY:

Medical facilities to the extent available in BVFCL Hospital, Namrup shall be provided to the crew of contractor on chargeable basis, however, the "FIRST AID" facilities shall be provided free of cost.

11.00 COMPENSATION FOR DELAY IN COMPLETION OF JOB:

Time shall be regarded as the essence of contract and the failure on the part of the contractor to complete the contract on dates stipulated in the tender and the work order for completion of respective works shall be entitle BVFCL, Namrup to recover damages from the contractor by way of mutually agreed damages a sum equivalent to one half of one percent (subject to a maximum of ten percent) of the contract value of the work for each week or part of the week for which the contractor is in default. All terms & conditions of BVFCL GDCC shall be applicable to this contract.

12.00 AGREEMENT:

All the terms & conditions mentioned herein shall form the part of contract and be incorporated in the Agreement form which shall furnish non-judicial stamp paper of the State of Assam denomination or ` 10/- (` Ten) only along with 5 (Five) sheets of water mark papers and executed the Agreement in prescribed Performa within 7 (seven) days from the date of receipt of the work order.

13.00 ARBITRATION:

13.01 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'.

13.02 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 LAWS GOVERNING THE CONTRACT:

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).

14.00 LAST DATE OF SUBMISSION OF TENDERS AND OPENING DATE:

- 14.01 Tenders completed in all respect shall be submitted to Dy.C.E. (M), AMM-II & U-II, Brahmaputra Valley Fertilizer Corporation Limited, Namrup, P.O. Parbatpur, Dist.: Dibrugarh, Assam Pin- 786623 (Fax- 0374-2500524, Telephone- 0374-2507336) by registered post/ courier/ or dropped in the sealed tender box provided in the office of Dy.C.E. (M), AMM-II & U-II so as to reach him on or before 01-07-2019 at 03:00 PM. The tender shall be opened on 01-07-2019 at 03:30 PM.
- 14.02 If closing date of sale of tender papers/ last date of submission of tender papers/ scheduled opening date of tender happen to fall on Bandh Day/ Strike Day/ Holiday at Namrup, then the next working day shall be counted.

15.00 TENDER LIABLE TO REJECTION:

In addition to clause number 16 of GDCC tenders are liable to be rejected on following grounds:

- 15.01 Tenders submitted by tenderer who resort to canvassing.
- 15.02 Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete in any respect.
- 15.03 Tenders, which contain uncalled for remarks or any alternative/additional conditions.

(Tapan Das)
Dy.C.E. (M), AMM-II & U-II