TENDER DOCUMENTS

FOR

Liner Supply & fitting for 4th stage cylinder of CO₂ Compressor of Urea-II plant.

NIT No.: Mech/U-II/18/Cont-225/3615, DT. 14.08.2018

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED MECHANICAL DEPARTMENT

1.00 **Description of Equipment**:-.

4th stage cylinder of CO2 compressor.

Make: M/s. Termomeccanica, Italy.

Fluid Handled: CO2 gas

Working Temp.: $160^{\circ}\text{C}-170^{\circ}\text{C}$ Discharge Pressure: 220 kg/cm2.

Drawing no. N-II/ Mech/1782 enclosed

2.00 **SCOPE OF WORK:**

Scope of work shall include, but shall not be limited to following for completion of the job:-

- 2.01 Receipt and unloading of 4th stage cylinder at the party's works.
- 2.02 Thorough cleaning and checking of the cylinder internals and generation of preliminary inspection report.
- 2.03 Manufacture of 4th stage liner as per drawing no. N-II/ Mech/1782 enclosed.
- 2.04 Measurement of cylinder I.D. and liner O.D. for required interference.
- 2.05 Uniform heating of the cylinder block up to the required temperature.
- 2.06 Fitment of liner in cylinder in one stroke and in the first attempt maintaining required interface.
- 2.07 To drill lubricating holes in the liner only after successful fitment of liner.
- 2.08 Machining and honing inside the liner for maintaining required diameter & tolerances.
- 2.09 NDT on cylinder & liner based upon engineering standard to ascertain the soundness of interference fitting and for any internal defects after fitment.
- 2.10 Vibration stress relieving.
- 2.11 Fabrication of the fixtures and equipments whatsoever required for successful completion of work in all respects.
- 3.00 Special terms & conditions:
- 3.01 The successful bidder shall start the job immediately after receiving the cylinder at their works.
- 3.02 The successful bidder shall submit a detailed report of the work done after completion of job comprising of following:
 - (a) Details of pre & post fitment dimensional measurement of the job.
 - (b) Ultrasonic flaw detection test report.
 - (c) Dye Penetration test report.
 - (d) Vibration stress relieving report.

4.00 **BVFCL's Obligations:**-

- 4.01 Removal of old liner will be in BVFCL scope.
- 4.02 BVFCL shall arrange to & fro transportation of the 4th stage cylinder from Namrup to the party's works and transit insurance. However, careful handling of the cylinder at the successful bidder works shall be tenderers responsibility.

5.00 TIME SCHEDULE/COMPLETION PERIOD:

5.01 The completion time for the job shall be maximum 03 (three) months from the date of receipt of the cylinder at service centre/ works of the successful bidder.

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 **Performance guarantee/ Security Deposit (SD):** The successful tenderer shall execute performance guarantee against quality of workmanship at the rate of 10% of the contract value in the form of a Bank guarantee from a scheduled nationalized bank in favour of
 - M/s. Brahmaputra Valley Fertilizer Corporation Limited, Namrup, P.O. Parbatpur, Dist: Dibrugarh (Assam), PIN-786623. 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 S.D. In case Workmanship Guarantee / Security Deposit for 10% of contract value is not executed the same shall be deducted from your bills and retained till the expiry of the guarantee period.

- 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 receipt of piston rods at BVFCL. 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.
- 6.05 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%** payment shall be released within 30 days on receipt of the reconditioned piston rods along with test certificates mentioned at sl. no. 3.02, and other relevant documents and subsequent acceptance.
- 7.02 10% payment shall be made against submission of performance bank guarantee against security deposit.
- 7.03 Performance Bank Guarantee for 10% against security deposit shall be released after 18 month from the date of dispatch or 6 month trouble free operation from the date of installation whichever is earlier.
- 7.04 Payment will be made through RTGS/NEFT. The party shall provide their bank account details.
- 7.05 All statutory payment/ deduction shall be made as per rule of BVFCL.
- 7.06 **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.
- 7.07 **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 Inspection and Packaging & forwarding:
- 8.01 Inspection as per the OEM/applicable standards will be in the scope of the successful bidder and a certificate to this effect will be furnished.
- 8.02 Material(s) ready for dispatch shall be packaged adequately to avert any damage during transit and arrange the same for forwarding to our authorized transporter only.
- 9.00 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 nonperformance, 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.

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.

- 11.00 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).
- 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.
- 13.0 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)

(M. P. Sinha) Chief Engineer (M), UG

PROFORMA NO. - 1

INFORMATION REGARDING TENDERER

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 Co	ompany 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) In	come Tax	
i)	Income Tax Clearance Certificate for previous years.	

(SIGNATURE OF TENDERER WITH SEAL)

Name):
Date	:
Place	:

PROFORMA NO. - 2

DETAILS OF EXPERIENCE

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 Completi on time	Actual completion time	Year of completio	Name & Postal Address of Client

NOTE:-

- i) Similar job means manufacture, supply & fitment of liner for cylinder of reciprocating compressors handling gas with discharge pressure of 200 kg/cm² or more.
- ii) The credential should be of a Government / Semi Government / other reputed organizations.
- iii) Copy of relevant Work Orders & Job Completion Certificates to be submitted along with bid.

Certified that the above information is correct.

Name	:
Date	:
Place	:

(SIGNATURE OF TENDERER WITH SEAL)

PROFORMA NO. - 3

PRESENT COMMITMENTS

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 complet ed as on date	Expected date of completio n of balance work with approx. value of such balance work

Certified that the above information is correct.

Name	:	
Date	:	
Place	:	

((SIGNATURE OF TENDERER WITH SEAL)

Date: 14.08.2018

Ref. NIT no. Mech/U-II/18/Cont-225/3615

SCHEDULE OF WORK & PROFORMA FOR QUOTING RATE

Name of job: Liner Supply & fitting for 4th stage cylinder of CO₂ Compressor of Urea-II plant.

Sl.	Description	Quantity	Rate (`)	Amount (`)			
1.	Manufacture & Supply of new 4 th stage cylinder liner of CO2 Compressor (Termomeccanica make).	01 No.					
2.	Fitment of the new liner to the 4 th stage cylinder maintaining proper interference.						
			Sub total				
	Other Taxes/Cost (Please Specify)						
	Total Amount						
Remarks, If Any:-							

(SIGNATURE OF TENDERER WITH SEAL)
Name:
Date:
Place:

DECLARATION FORM

Ref. No.:	Date:
To The Chief Engineer (Mech), UG BVFCL, Namrup	
Sub.: Liner Supply & fitting for 4 th sta	age cylinder of CO ₂ Compressor of Urea-II plant.
Dear Sir,	
hereto and agree to abide by such conditions. I/We	have read the conditions of tender attached e offer to do the job as per attached Schedule of Rates and in d instructions in writing of the Engineer-in-charge of M/s. plete the work schedules and progress of work.
	contract and agree to carry out all work within the specified s and workmanship and instructions referred to in the Notice
· · · · · · · · · · · · · · · · · · ·	ra Valley Fertilizer Corporation Limited, Namrup, I/ we bind conditions mentioned in the tender documents, failing which 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

Sl. No.		YES/ NO. (If Yes, give the following details)			
	DESCRIPTION	Name and Designation of the Employee	Place of posting	Relation with the Employee	
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			P.F. Reg. No.	
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof				
4	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof				

