

Ref No: N-III/Mech-5/Cont-1210/7360

Date: 13/10/2020

Sub : Notice Inviting Tender for 'Rectification of steam gland leakage of Syn Gas Compressor drive EMG turbine of Amm-III plant along with checking of bearings'.

ONLINE TENDERS in two bid system are invited for the work as detailed below:

1.0	Name of Work	Rectification of steam gland leakage of Syn Gas Compressor drive EMG turbine of Amm-III plant along with checking of bearings.
2.0	Earnest Money Deposit	Bidder to submit Earnest Money Deposit of ₹ 29,240.00 only in the form of A/C Payee Demand Draft in favour of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup payable at State Bank of India, Namrup Branch (Branch Code: 0223). The bidder is required to upload scanned copy of Demand Draft during bidding process. Refer Clause 6.8.1 of General terms and Conditions in tender document for criteria for exemption of EMD. Tenders received without EMD are liable to be rejected.
3.0	MSTC Transaction Fees	Payment of Transaction fees of ₹ 1,180.00 (Rupees one thousand one hundred eighty) inclusive of GST @ 18% through NEFT/RTGS/IMPS in favour of MSTC Limited A/C No: 201001334297 IFS Code: INDB0000038 IndusInd Bank Limited Branch: Guwahati Branch Address: G.S. Road, Bhangagarh, Kamrup District, Guwahati – 781005, Assam Note: • Vendors must email (pchitrangan@mstcindia.co.in and rrkhalkho@mstcindia.co.in) the receipt of Transaction Fee payment along with Tender Event No from their registered email ID."
4.0	Validity of the Tender	180 days from the Date of Opening of Tender.
5.0	Completion time	12 (Twelve) days from the date of site clearance excluding journey period.
6.0	Last Date & Time for Uploading of Tenders	17/11/2020 3.30 PM
7.0	Date & Time for Opening of Tenders	17/11/2020 3.30 PM
8.0	Type of Bid	Two Stage Bid (1. Techno commercial bid & 2. Price Bid)
9.0	All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in writing to the undersigned at least 7 (Seven) days prior to the closing date of the Tender or in person during office hours on any working day.	
10.0	BVFCL, Namrup reserves the right to reject any or all Tenders without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.	
11.0	The Demand draft against EMD (in original) along with hard copies of document must reach the office of the Chief Engineer (Mech.), AG, CPP& CMW, BVFCL Namrup within 10 Days of due date of online opening of the Bids.	
12.0	<p style="text-align: center;">ONLINE E-TENDERING PROCEDURE:</p> <p>Service Provider: M/s MSTC LIMITED.</p> <p>E-Tendering Website: https://www.mstcecommerce.com/eprochome/mstc/</p> <p>The tendering shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by BVFCL will be outright rejected. NIT & Tender documents can also be downloaded from our website www.bvfcl.com or website of CPPP www.eprocure.gov.in</p> <p>Online Bids are to be submitted in TWO BID SYSTEM in electronic form only through e-tendering website https://www.mstcecommerce.com/eprochome/mstc/ (Vendor Login).</p> <p>New bidders have to complete one time registration process on the e-tendering portal prior to participation in the bid.</p> <p>The bidders should have a valid digital signature certificate issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.</p> <p>Kindly refer User manual/Vendor guide available on e-tendering website for detailed procedure for system settings/bid preparation/submission etc. or Bidders can take help of MSTC's helpdesk no 033-22901004.</p> <p>Also, they may contact MSTC's Nodal officer for e-procurement Shri Raj Rohit Khalkho, Ph: +91-9127754867, email: rrkhalkho@mstcindia.co.in for system settings etc.</p>	

BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

1. TECHNO-COMMERCIAL BID : i.e. Un-priced Bid should be submitted as follows:

SL NO	DESCRIPTION	REMARKS
1)	GENERAL INFORMATION FORM	To be filled online only
2)	TECHNO- COMMERCIAL BID FORM	To be filled online only
3)	INFORMATION REGARDING TENDERER: PROFORMA-1	1. Bidder to print the pages, fill in and duly sign & stamp, scan and upload the same during bidding online. 1. Hard copy of same (available in the tender documents) to be sent at the office address of C.E (M), AG, CPP& CMW
4)	DETAILS OF EXPERIENCE: PROFORMA-2	
5)	PRESENT COMMITMENTS: PROFORMA-3	
6)	MANPOWER DETAILS: PROFORMA-4	
7)	EMD in the form of demand draft: For Non-MSE bidders.	Scan copy to be uploaded online and EMD in form of DD to be sent to the address at Cl No:22 of NIT.
8)	Signed & Stamped copies of NIT and Tender.	2. Bidder to print the pages, duly sign and stamp, scan and upload the same during bidding online. 3. Printed Hard copies of same duly signed and stamped to be sent along with the bid at the following address: Chief Engineer (M), AG, CPP& CMW BVFCL, Namrup, P.O.-Parbatpur, Dist-Dibrugarh (Assam) PIN -786623 E-mail: kkdihider@bvfc.co.in
9)	Work orders along with job completion certificate as per eligibility criteria (Annexure-I).	
10)	Audited Profit and loss account and balance sheet of last 3 (three) consecutive years.	
11)	Commercial requirements as per Clause: 14 & Clause: 15 of this NIT.	

2. PRICED BID:

The **rates** should be quoted on **Lump sum/Item wise basis** for the complete Scope of Work strictly as per Price bid form available online during bidding. **The rates quoted IN THE ONLINE PRICE BID FORM shall be treated as final.** **Bidder should quote prices in online Price bid form only, indicating of rates anywhere else (scanned documents/hard copies) shall be liable for rejection.**

OPENING OF TENDER:

13.0

The Techno-Commercial Bids will be opened online on stipulated date and time. The Techno-Commercial Bids will be scrutinized in details in respect of NIT requirements. The Price Bids of the techno-commercially suitable parties shall be opened subsequently on a later date which shall be intimated to them through the E-tendering Service Provider.

14.0 The Bidder should submit the following information along with the Tenders:

- 14.1 Full particulars of their capability to be filled in BUSINESS DETAILS: PROFORMA-1
- 14.2 Address of the OFFICE / WORKS to be filled in GENERAL INFORMATION FORM
- 14.3 The bidder should have the experience of similar nature of work (as per details given in "Eligibility Criteria" enclosed at Annexure-I) in Fertilizer/Refinery& petrochemicals in reputed CPSU/Govt./Semi-Government/JV-PSU/Private sector organization- 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:
 - 14.4 Three similar completed works each costing not less than Rs. 4,95,600.00 (OR)
 - 14.5 Two similar completed works each costing not less than Rs. 6,19,500.00 (OR)
 - 14.6 One similar completed work each costing not less than Rs. 9,91,200.00
- ABOVE FIGURES ARE EXCLUDING TAXES--
- 14.7 The complete Address of the Organizations for which such works were/have been executed and also to substantiate their claims by furnishing copies of their credentials i.e work orders along with job completion certificate.
- 14.8 **An Affidavit on Non-Judicial Stamp Paper for ₹ 50/- duly attested by Notary stating that:**
 - 14.8.1 The Tenderer / their Associates / Sister Concerns etc. have not been black listed or put on holiday by any Institutional Agency / Government Department for participating in the Tender.
 - 14.8.2 No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.

In the absence of these documents Tenders may not be considered.

15.0 Scanned copies of the following information to be uploaded failing which the tender shall be liable to be rejected:

- 15.1 Permanent Account Number (PAN) from Income Tax Authorities.
- 15.2 P.F. Registration Number (PF No.) from Provident Fund Authorities.
- 15.3 GST registration certificate.
- 15.4 Declaration Forms as per Annexure-II & III.
- 15.5 Audited Profit and loss account and balance sheet of last 3 (three) consecutive years.
- 15.6 If a Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL, the Tenderer must disclose the relations in the form of a Declaration attached at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

If yes, give the following details duly filled in the Declaration Form-II:

- Name & Designation of the Employee
- Place of Posting
- Relationship with the Employee

16.0 The Tenderer may visit the site, acquaint himself fully about the conditions of the site (**At bidder's own cost**) before quoting and no claim, whatsoever, will be entertained during execution of the work, at a later stage, merely on the plea of excess scope of work.

17.0 The bidder may ask/seek further information on bidding condition & process if any.

18.0 Information shall be provided to the bidder about the reasons for rejection of any bid if asked.

19.0 Incomplete Tenders or Tenders not accompanied with the required EMD would be liable to be rejected without any further reference whatsoever.

20.0 Tenderer shall confirm in their bids the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work failing which their offer is likely to be rejected. **Bidder shall also upload signed & stamped copies of NIT and Tender documents as a token of acceptance.**

21.0 Tender documents are also available in BVFCL's website www.bvfcl.com and CPP portal www.eprocure.gov.in. Interested parties may download the tender documents from these websites. Any changes in NIT/extension in due date/ other corrigendum will appear in web site www.bvfcl.com, www.eprocure.gov.in & <https://www.mstcecommerce.com> in future.

22.0 The Demand draft against EMD and hard copies of the technical bid alongwith supporting documents shall be sent to the following address:

Chief Engineer (Mechanical), AG, CPP & CMW
Brahmaputra Valley Fertilizer Corporation Ltd., Namrup
P. O. – Parbatpur – 786623
Dist-Dibrugarh(Assam)
E-mail: kkdihider@bvfc.co.in

Yours faithfully,
For and on behalf of Brahmaputra Valley Fertilizer Corporation Ltd.

Chief Engineer (Mech), AG, CPP & CMW

TENDER DOCUMENTS FOR

**'Rectification of steam gland leakage of Syn Gas Compressor drive
EMG turbine of Amm-III plant along with checking of bearings'**

NIT No.: N-III/Mech-5/Cont-1210/7360 DTD: 13/10/2020

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

**AMMONIA-III
MECHANICAL DEPARTMENT**

NAME OF WORK:

Rectification of steam gland leakage of Syn Gas Compressor drive EMG turbine of Amm-III plant along with checking of bearings'.

1.0 BREIF DESCRIPTION OF THE MACHINE:

Synthesis Gas Compressor (SGC)			
Turbine specification:		Details of Turbine fasteners:	
Make: M/s BHEL		Description	Size
Type: EMG 32/25		Parting plane bolts	M52 x 390 mm Length
RPM: 13600			M42 x 215 mm Length
Power Output: 13110 KW			M36 x 235 mm Length
Bearing Span: 1490 mm			M36 x 225 mm Length
Journal bearing:		Parting plane bolts	M52
Type: Multi lobe, Make: M/s MGF		nuts	M42
Diameter: Ø 100/100 (Front/Rear) mm, L/D Ratio= 0.5			M36
Thrust bearing:		Centre Hole Diameter/ Hole Length	M16,M12 x 100 mm approx.
Type: Mitchell/Kingsbury		Direction of Elongation/Expansion of Bolt	Axial direction
Make: M/s BHEL/Kingsbury		Material of Construction:	
EMG turbine= Ø 32/80, Area=180 mm ²		Parting plane bolts : 21 Cr Mo 511/ Nimonic 80A	
		Parting plane nuts : 24 Cr Mo 5/ Nimonic 80A	
		Special hexagonal forged ring spanner for Temperature- 300 degree centigrade	For nut sizes: M52, M42, M36

2.0 SCOPE OF WORK:

2.1 Scope of work shall include but not limited to the following:

- 1) **Supply of engineer, technician, machinist etc. as required for undertaking the job.**
- 2) **Supply of all tools and tackles and special tools required for the job (Special hexagonal forged ring spanner for nut sizes: M52, M42, M36) for Temperature- 300 degree centigrade).**
- 3) **Portable Bolt heating machine/device suitable for the job to be arranged by the party.**
 - a) Method of Heating : Electro magnetic Induction
 - b) Voltage: 415 V
 - c) Frequency: 50 Hz, No. of phases = 3
- 4) **Supply of sealing strips of the front and rear steam glands and supply of 20 nos. insulating ceramic washers for bolt size M52.**
- 5) EMG turbine body insulation are to be removed and the body area are to be cleaned properly.
- 6) Both side ESV inlet steam line flanges (Right/Left) fasteners are to be dismantled.
- 7) Front bearing cover along with the following are to be removed:
 - a) Governor oil lines
 - b) Manual tripping device.
 - c) Bearing end cover(Splitted)
 - d) Bearing cover parting plane fasteners.
- 8) Rear bearing cover along with the following are to be removed:
 - e) Manual barring device.
 - f) Coupling gland between EMG to WK.
 - g) WK turbine front bearing cover, parting plane fasteners are to be dismantled.
- 9) EMG to WK coupling assembly is to be decoupled.
- 10) Checking axial thrust float of rotor.
- 11) Locking of turbine and disassembly of all governing components mounted on turbine.
- 12) Turbine casing parting plane fasteners (hot tightened) is to be dismantled and removed.
- 13) Jacking, leveling and lifting of Turbine top half casing.
- 14) Turbine Front side I/II steam glands assembly to be dismantled and removed.
- 15) Turbine Rear side I/II steam glands assembly to be dismantled and removed.
- 16) Front and Rear I/II steam glands labyrinth fins radial clearances are to be checked and fins with caulking wires are to be replaced with new ones as per the required radial OEM specified clearances.
- 17) Lifting of turbine rotor along with GBC and subsequent centering, alignment after setting rotor in position, if required.
- 18) Front and Rear bearing pedestal parting planes of the turbine are to be checked and cleaned.
- 19) Front and Rear bearings (Thrust and Journal) are to be removed, checked, cleaned and to be replaced with new ones if required.
- 20) Front and rear reconditioned I/II steam glands are to be boxed up in position.
- 21) Turbine casing is to be boxed up and the fasteners are to be properly hot tightened.
- 22) Turbine both side (Right/Left) ESV steam inlet line flanges are to be properly cleaned and are to be boxed up with new gasket.
- 23) Turbine rotor (after top casing boxed up) total free float is properly checked as per requirement.
- 24) Turbine front & rear bearings are to be boxed up in position with proper journal and thrust bearing as per required clearances.

- 25) Front and rear bearings interferences are to be checked and rectified if required and the bearing top covers are to be finally boxed up.
- 26) Turbine (Front side) manual tripping device along with the splitted end covers/ governors' oil lines are to be boxed up.
- 27) Turbine (Rear side) manual barring device is to be boxed up.
- 28) EMG-WK coupling assembly to be coupled.
- 29) EMG-WK turbine coupling assembly along with WK front bearing top cover and oil lines are to be finally boxed up.
- 30) Alignment checking between EMG turbine and WK turbine along with rectification, if required.
- 31) Oil flushing of turbine oil system.
- 32) Commissioning of turbine and observation for 72 hours.

3.0 PARTY'S SCOPE:-

- 3.1 Mobilization and demobilization of required manpower (including supervisory staff, technicians), tools & tackles (including pulling & lifting machines, electric hand tools, precision measuring tools etc.), bolt heating machine and special tools.
- 3.2 **All tools and tackles and special tools required for the job (Special hexagonal forged ring spanner or nut sizes: M52, M42, M36) for Temperature- 300 degree centigrade) including Precision Measuring tools like dial gauge, vernier calipers, micrometer, filler gauge etc.**
- 3.3 **Portable Bolt heating machine/device suitable for the job to be arranged by the party**
- 3.4 **Supply of sealing strips of the front and rear steam glands and supply of 20 nos. insulating ceramic washers for bolt size M52.**
- 3.5 Arrangement of all consumables such as emery paper, markin cloth.
- 3.6 DP test, if and when required for entire scope of work.
- 3.7 Boarding/ lodging/ Fooding/ Insurance of their personnel.
- 3.8 Arrangement of all necessary safety gadgets
- 3.9 All other required items to complete the job.
- 3.10 Arrangement of to and fro travelling of the personnel of the party, local conveyance and all the related cost to be borne by the party.
- 3.11 Collection, loading and unloading of spares which will be required for the overhauling of the machine, from BVFCL stores to site.
- 3.12 Furnishing of report after completion of job.

4.0 BVFCL SCOPE:-

- 4.1 Bearing spares for execution of the work.
- 4.2 Water, air and electricity, as required for and during execution of work.
- 4.3 Required quantity of lubricants.
- 4.4 Work fronts will be adequately cleared for expeditious execution of work.
- 4.5 Workshop facility, to the extent possible.
- 4.6 Material handling equipments like mobile crane, forklift etc. with operator.
- 4.7 Wooden sleepers, packers and planks.
- 4.8 Jointing compounds, gaskets and sealants.
- 4.9 Site Stores/ Site office.
- 4.10 Accommodation facility will be extended to the party on chargeable basis subject to availability.
- 4.11 Free medical facility to be offered to your workmen in case of accidents / injuries while at work shall be limited to provision of first aid only.

5.0 TIME SCHEDULE/COMPLETION TIME:

- 5.1 The tentative month of commencement of work would be **Oct-Nov 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.
- 5.2 **The maximum allowable completion period will be 12 (Twelve) days after site clearance excluding journey period.**
- 5.3 All the Jobs of Scope of Work shall be completed within this time Period.

6.0 GENERAL TERMS & CONDITIONS:

- 6.1 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.
- 6.2 The following tenders will be liable to be summarily rejected:
 - 6.2.1 Tenders submitted by Bidder(s) who resort to canvassing.
 - 6.2.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
 - 6.2.3 Tenders not accompanied by the required Earnest Money Deposit.
 - 6.2.4 Tenders received late / delayed.

ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड

Brahmaputra Valley Fertilizer Corporation Limited

(A Government of India Undertaking)
नामरूप/NAMRUP

- 6.3 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.
- 6.4 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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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.
- 6.8 **EARNEST MONEY DEPOSIT:** The Bidder should make a deposit of ₹ 29,240.00 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.
- 6.8.1 **EXEMPTION FROM PAYING 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.
- 6.9 **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.**
- 6.10 **PERIOD OF LIABILITY:**
The bidder shall stand **guarantee for** the work done for trouble free operation for a period of 06 (six) months from the date of commissioning. 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.**
- 6.11 **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:
- 6.11.1 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**
- 6.11.2 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**

- 6.11.3 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**
- 6.11.4 If the Contractor abandons the contract **OR**
- 6.11.5 If the Contractor becomes bankrupt / insolvent. **OR**
- 6.11.6 Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, **OR**
- 6.11.7 Persistently fails to adhere to the agreed program of work, **OR**
- 6.11.8 Sublets the work in whole or in part thereof without BVFCL's consent in writing **OR**
- 6.11.9 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.
- 6.12 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.
- 6.13 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.
- 6.14 **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
- 6.15 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.
- 6.16 **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.
- 6.17 **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.
- 6.18 **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.
- 6.19 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.
- 6.20 **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.
- 6.21 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.
- 6.22 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.
- 6.23 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.

7.0 TERMS OF PAYMENT:

- 7.1 100% 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 6.9 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 **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.

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 ₹ 50.00 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)

Chief Engineer (Mech), AG, CPP & CMW

Ref: N-III/MECH-5/Cont-1210/

PROFORMA-I

INFORMATION REGARDING TENDERER

Bidder shall give information strictly as per this Proforma:

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.	

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

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

Ref: N-III/MECH-5/Cont-1210/

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
1.						
2.						
3.						

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----

Ref: N-III/MECH-5/Cont-1210/

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
a.							
b.							
c.							

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Ref: N-III/MECH-5/Cont-1210/

PROFORMA NO: 4

INFORMATION REGARDING MANPOWER
WHICH THE BIDDER PROPOSES TO ENGAGE FOR THIS WORK

Sl. No	Name	Designation	Qualification	Yrs of Experience of similar jobs
1				
2				
3				
4				
5				
6				
7				
8				
9				

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

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

(SPECIMEN COPY-TO BE FILLED ONLINE ONLY)

(PRICE BID)

Ref: N-III/MECH-5/Cont-1210/

SCHEDULE OF WORK, QUANTITY & RATE(S)

SI No	Description	Qty (Lot)	Amount (₹)
1.	Opening and box up of SGC EMG turbine along with checking of bearings as per scope of work. Procurement of new fin material, Removal of old fins, fixing of new fins and machining of fins of steam gland of EMG turbine. (Front & Rear).	01	FILL ONLINE
SUB-TOTAL			FILL ONLINE
Add G.S.T @ 18%			FILL ONLINE
TOTAL AMOUNT			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 charges for supply of all materials & bolt heating machine required for the job.
- The quoted rates should include mobilization and de mobilization charges of personnel, travelling charges, lodging and fooding charges & local conveyance.
- TDS** shall be applicable as per Income Tax Rules.
- The Bid shall be evaluated on the overall lowest basis only.**

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:

Ref No.: N-III/Mech-5/Cont-1210

ANNEXURE-I

ELIGIBILITY CRITERIA FOR THE BIDDER

1. Tenderer should have experience of similar work in any Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and private sector as detailed below:
 - a. The bidder should have experience in maintenance of high speed steam turbines as per scope of work of more than 7500 RPM.
 - b. The bidder should have infrastructure and experience of supply, machining, refining and fixing of fins of steam glands, Labyrinth seals, Internals of Steam turbines and shall furnish documentary evidence for the same.
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 on their independent capacity (work order should be issued 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. 4,95,600.00 (OR)
 - b. Two similar completed works each costing not less than Rs. 6,19,500.00 (OR)
 - c. One similar completed work each costing not less than Rs. 9,91,200.00--ABOVE FIGURES ARE EXCLUDING TAXES--
3. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 4,38,600.00. Tenderer shall furnish necessary documents in this regard.

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:

DECLARATION FORM

Ref. No: N-III/MECH-5/Cont-1210/

Date:

To

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

Sub.: 'Rectification of steam gland leakage of Syn Gas Compressor drive EMG turbine of Amm-III plant along with checking of bearings'.

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-1210

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		P.F. Reg. No.	
3.	PAN No. of the Contractor to be intimated along with Documentary Proof thereof		PAN No.	
4.	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof		G.S.T. Reg. No.	
5.	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.			
6.	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 :