



ब्रह्मपुत्र वैली फर्टिलाइजर कारपोरेशन लिमिटेड

नामरूप

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.-PARBATPUR, DIST.-DIBRUGARH, ASSAM, PIN-786623

Phone: (0374) 2500240, 2507001/2, FAX- +91 0374-2500317

e-mail: info@bvfc.co.in

NOTICE INVITING TENDER

- | | |
|--------------------------------------|---|
| 1. NIT No. | : NAM/TS/01(33)HS/845 |
| 2. DATE OF ISSUE | : 10 th September 2016 |
| 3. TYPE OF BID | : Two Part Open Bidding |
| 4. TIME FRAME | : As detailed in NIT |
| 5. LAST DATE OF SUBMISSION OF BIDS | : 14 th October 2016 (3.00 PM) |
| 6. DATE OF OPENING OF TECHNICAL BIDS | : 14 th October 2016 (3.30 PM) |
| 7. EARNEST MONEY DEPOSIT | : Rs.22,000/- |

Sub: Invitation for Sealed Bids as per two bid system for Engagement of accredited CCE approved agency for the following assignments in BVFCL Namrup as per Rule 19 of SMPV(U) Rules 1981.

Sl. No.	THE ASSIGNMENT	SCOPE OF WORK
1.	Hydraulic Test in 1500 MT Ammonia Horton Sphere in Namrup-II	As per Annexure-A
2.	Pneumatic Test in 10,000 Lts. each (3 Nos.) Liquid Nitrogen Storage Vessels	

Special terms & conditions:

The Bid shall include/indicate the following:

- The complete Scope of Work as per the terms and conditions specified in this NIT in detail.
- Basic Price for the entire job on lumpsum basis for the above two jobs.
- Taxes and duties including any other applicable charges.
- Confirmation that the firm prices have been quoted.
- Confirmation that the Validity of the Bid is atleast for 90 days from the date of opening of Price Bids.
- Confirmation for acceptance of all the other terms and conditions of NIT

Yours faithfully,
For & on behalf of BVFCL Namrup

S. Sarkar
(S Sarkar)
Chief Engineer (TS)

Encl: Annexure-A

NB: BVFCL is committed to a corruption free work environment. All the above purchases, services and commitments of BVFCL will be honoured without the citizen to pay any bribe. In case any person demands any bribe, it is the duty of the responsible person to inform the matter to Vigilance Office, BVFCL, Namrup, P.O.-Parbatpur, Dist.-Dibrugarh, Assam, PIN 786623 (Tel. No. 0374-2507092, 0374-2507167)

Annexure-A



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

NAMRUP

P.O. – PARBATPUR, DIST. – DIBRUGARH ASSAM 786623.

INVITATION TO BID

FOR

Engagement of accredited CCE approved agency
for Hydraulic Test of 1500 MT Ammonia Horton Sphere in Namrup-II and
Pneumatic Test of 3 Nos. 10000 Ltr. each Liquid Nitrogen Storage Vessels in
Namrup-III as per SMPV(U) Rules 1981

NIT No.

NAM/TS/01(33)HS/845 dated 10.09.16

Phone: 91-0374-2500240

FAX: 91-0374-2500317

Website: <http://bvfccl.com>

Note :

- 1.0 Kindly submit your quotation in three sealed covers separately for EMD, techno-commercial bid & Price bid as specified at Clause no 7.0 and addressed to the Chief Engineer (TS) with reference No. and bid closing date & time duly superscribed on the cover.
- 2.0 The above reference (*NIT No NAM/TS/01(33)HS/845 dated 10th Sept. 2016*) must appear on all correspondence and documents.
- 3.0 Bids containing material deviations from or reservation to the terms & conditions and specifications mentioned on this bid documents will be treated as non-responsive and will not be considered further.
- 4.0 Bids through Fax/e-mail shall not be considered.
- 5.0 The Bid Document calls for offers on single point, "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone who will be responsible for all contractual purposes. BVFCL reserves the right to reject offers made by intermediaries.
- 6.0 BVFCL will appreciate submission of offer based on the terms & conditions of the NIT document to avoid seeking clarification on commercial aspects of the offer.
- 7.0 BVFCL reserves the right to assess bidder's capability and capacity to perform the contract.
- 8.0 Any Bid received after last date for submission of bids indicated on the front page of Invitation to Bid or any other date extended in writing may be rejected.
- 9.0 As per clause No. 160(ii) of General Financial Rules 2005, bidder's enquiry regarding bidding conditions, bidding process and/or rejection of bid will be suitably and promptly replied.
- 10.0 Please furnish details of contact persons including fax Nos., e-mail id and Postal address for further communication.

Please submit bid to the undersigned within the due date.

For & On behalf of BVFCL Namrup

Sse 10/09/16
(S Sarkar)

Chief Engineer (T.S.)

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Sealed Tenders are invited by Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), Namrup for "Engagement of accredited CCE approved agency for Hydraulic Test of 1500 MT Ammonia Horton Sphere in Namrup-II and Pneumatic Test of 3 Nos. 10000 Ltr. each Liquid Nitrogen Storage Vessels in Namrup-III as per SMPV(U) Rules".

1.0 BACKGROUND:

- 1.1 Hydraulic Test of 1500 MT ammonia Horton Sphere in Namrup-II and Pneumatic Test in 10,000 Ltr. each (3 Nos.) Liquid Nitrogen Storage Vessels is proposed to be conducted as per the provision in Clause No.19 of SMPV(U) Rules 1981. These vessels required to be hydraulic /pneumatically tested respectively in every 5 years.
- 1.2 These two PESO licensed vessels were having valid licenses renewed upto 31.03.2016.
- 1.3 An overview of the plants and facilities of Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) has been enclosed in [Annexure-I](#).

2.0 SCOPE OF WORK:

- 2.1 The assignment for the selected bidder shall include but not limited to the Scope of Work specified in [Annexure-II](#).

3.0 BIDDING DOCUMENTS:

- 3.1 The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all attachments thereto shall be considered to have been read, understood and accepted by the Bidder, unless deviations are specifically stated by the Bidder. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect and insufficient number of copies will be at Bidder's risk and may result in rejection of the Bid.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time, prior to the last date for submission of bids, BVFCL for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), may modify the bidding documents by amendment thereto.
- 4.2 The amendment will be notified in the company website.
- 4.3 BVFCL may, at its discretion, extend the last date for the submission of bids.

5.0 LANGUAGE OF BID:

- 5.1 The Bid prepared by the Bidder and all correspondence relating to the Bid exchanged between the Bidder and BVFCL shall be written in English language.

6.0 DOCUMENTS COMPRISING THE BID:

- 6.1 Documents shall be accepted only in the physical form and not in the electronic media. The offers is to be submitted in sealed envelopes as stated in [Clause No. 6.2 & 6.3](#) and superscribed "**ENGAGEMENT OF ACCREDITED CCE APPROVED AGENCY FOR HYDRAULIC/PNEUMATIC TEST OF PESO LICENSED VESSELS AS PER SMPV(U) RULES 1981**" containing the following three separate sealed identifiable envelopes:

Part-I : EMD of Rs.22,000/- (rupees twenty two thousand only) in the form of Demand Draft drawn in favour of "Brahmaputra Valley Fertilizer Corporation Limited, Namrup", payable at SBI, UBI or UCO Bank Namrup or BG for equivalent amount from a Nationalized Bank/Scheduled Bank, valid for one year, shall only be acceptable.

Part-II : Techno-Commercial Un-priced Bid.

Part-III : Price Bid.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened, in case it is received late.

Note:

- (a) The Techno-Commercial Un-priced Bid of only those Bidders shall be opened, whose EMD is found in order.
- (b) The price bid of only those Bidders, who fulfill the selection criteria of techno-commercial terms, shall be opened in the presence of the authorized representatives, who may choose to be present at a pre-determined time & date of opening, with prior information to such qualified Bidders.

6.2 Part-I: Earnest Money Deposit (EMD)

- i. The bid shall be accompanied by specified EMD. The EMD shall be submitted in a separate cover legibly marked with "**Envelope A: Part-I EMD, NIT Number & Bid due date**".
- ii. The envelope containing the EMD will be opened before opening of Part-II. The opening of Part- II is dependent on the acceptance of the EMD with respect to EMD amount, whether original DD, BG or EMD deposit receipt is enclosed, etc.
- iii. Those who are registered with the National Small Industries Corporation (NSIC) or equivalent concerned Ministry or Department and state/Central PSUs are exempted from paying EMD, provided they request for the same in writing and enclose supporting documents.

6.3 Part-II: Technical and Un-priced Commercial Bid

The Technical and un-priced commercial bid which shall be submitted in a separate cover legibly marked with "**Envelop B: Part-II: technical & Un-priced Commercial Bid, NIT Number & Bid due date**" and shall include, but not limited to the information sought and any other additional information considered necessary by BVFCL, in two copies as a part of Bid.

6.4 Part-III: Price Bid

The Price bid shall be submitted in a separate cover legibly marked with "**Envelop C: Part-III - Price Bid, NIT Number, Bid due date**" Priced bid should include the bid price in the price schedule format enclosed as Annexure-I and it shall not contain any conditions/deviations whatsoever.

6.5 All the above three envelopes (Envelope A, B & C) containing Bid parts I, II & III shall be sealed individually and these sealed envelopes shall be put together in a 4th envelope called outer envelope.

The outer envelope shall be sealed properly and to be addressed to:-

Chief Engineer (T.S.)
BVFCL Namrup
P.O. – Parbatpur, Dist. – Dibrugarh Assam 786623
Phone № 9531060067

and bear the title "**ENGAGEMENT OF ACCREDITED CCE APPROVED AGENCY FOR HYDRAULIC/PNEUMATIC TEST OF PESO LICENSED VESSELS AS PER SMPV(U) RULES 1981**", **NIT №, Bid closing date**" & "**Do not open before 3.30 PM of 14th Oct. 2016**"

6.6 The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is received after due date/ time of opening the Bid.

7.0 **ELIGIBILITY CRITERIA FOR BIDDING:**

- 7.1 Bidders shall be registered in India.
- 7.2 QUOTATIONS WILL BE STRICTLY ACCEPTED FROM THOSE BIDDERS ONLY WHICH ARE ACCREDITED BY CHIEF CONTROLLER OF EXPLOSIVES, NAGPUR AND A COPY OF THE RECENT VALID AUTHORISATION BY CHIEF CONTROLLER OF EXPLOSIVES, NAGPUR FOR RULE 19 IS TO BE ATTACHED WITH THE BID.
- 7.3 The Bidder must have successfully completed at least 2 (two) similar assignments of hydraulic test/pneumatic test in large PSU/Pvt. Sector industries in Fertilizer/ Refinery/ Chemicals/ Petrochemicals/ Steel sector etc. in India during the last 2 (two) years i.e. 2014-15 & 2015-16 or afterwards.
- 7.4 Bidders are to provide the name and other accreditation details of the CCE approved auditor(s) who will witness the job along with CCE's accreditation letter.
- 7.5 The Bidders are to submit Annual Report (Balance Sheet and profit & Loss Account) for the last two financial years to establish their financial soundness.
- 7.6 Statutory requirements such as Central Excise, Sales Tax, Service Tax Registration, PAN, TAN, TIN, etc. whichever applicable is to be furnished.

8.0 **PERIOD OF CONSULTANCY:**

The assignment is to be completed within 3 (three) weeks from the date of commencement of actual work or before that. The Bidders shall furnish milestone based time schedule/work plan for consideration and monitoring during the progress of the assignment. The Draft Report is to be preferably submitted within 2 (two) weeks of completion of work. **It may further may be noted that the job will be started depending upon receipt of clearance from the Operation Dept. and complete shutdown of Ammonia Plant of Namrup-II is required to carry out the job. So, the selected vendor may be prepared to wait for several months, before receipt of clearance. The initial validity of work order will be for a period of one year from the date of issue, which may be further extended as per availability of shutdown period and the vendor has to agreed to the extension with same T&C.**

9.0 **FEES AND PAYMENT STRUCTURE:**

- 9.1 Total fee may be quoted on lump-sum basis for hydraulic test of Ammonia Horton Sphere and pneumatic test of Liquid Nitrogen Storage Vessels separately as per proforma for Price Bid given in **Annexure-IV**.
- 9.2 However, the selection of Bidder for this job will be done on the basis of total bidding amount. **The two jobs will not be splitted between two bidders.**
- 9.3 No amount as advance shall be paid to the successful bidder.
- 9.4 40% of the Work Order value will be released on receipt of Invoice along with 2 (two) hard copies of draft report and the rest 60% will be released in a similar way after submission of the copies of final report as specified at [clause 18.0](#).
- 9.5 Statutory dues, taxes etc, if applicable, will be deducted at source.
- 9.6 Payments shall be effected through electronic transfer only and all payments will be disbursed against submission of Invoice only.

10.0 **TAXES & DUTIES, INCOME TAX, CESS, SERVICE TAX OR ANY OTHER LEVIES:**

Service Tax as applicable shall be indicated separately in price schedule and shall be paid extra as applicable. All other taxes/duties applicable should be included in the quoted price. Any variation in taxes/duties during contract period (except Service Tax) shall be borne by the bidder.

10.1 Income Tax

BVFCL shall not be responsible for the Income tax liability of the Bidder or personnel deputed by them in connection with the services covered by this contract. However, tax deduction at source will be effected for the payments made to the party as per Income Tax Act India, prevailing from time to time on schedule of prices only. Necessary TDS certificate will be furnished at the end of each financial year. Income Tax will be deducted on all payments made.

10.2 Service Tax

The Service Tax shall be reimbursed by BVFCL at actual including any variation in the percentage of service tax (+/-) within the contract period and any new indirect taxes imposed by State/Central Governments within the contract period shall be borne by the contractor.

11.0 **SECURITY DEPOSIT:**

11.1 The successful Bidder shall be required to deposit Security Money equivalent to 10% of the Work Order value. The EMD amount deposited by the successful Bidder may be adjusted towards the Security Deposit, if desired. The amount shall be deposited within 15 days of receipt of Lol/Work Order by way of Demand Draft/Bank Guarantee, refundable after 90 days of satisfactory completion of the contract. No interest shall be payable on the Security Deposit. The Bank Guarantee shall be furnished from a Nationalized Bank/ Scheduled Bank and the same shall remain valid till the consultancy period plus claim period of 6 (six) months.

11.2 Those who are registered with the National Small Industries Corporation (NSIC) or equivalent concerned Ministry or Department and state/Central PSUs are exempted from paying Security Deposit, on production of supporting documents to BVFCL's satisfaction.

12.0 **FORMAT AND SIGNING OF BID:**

12.1 The bid must contain – the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should be typed or printed below the signature.

12.2 Bid by a partnership firm must furnish with full names of all partners and be signed with the partnership name followed by the signature and designation of one of the authorized partners or authorized representative(s).

12.3 A bid by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/ Company in the matter, with the official seal of the Company.

12.4 Use of erasure or other changes in the bid documents shall have the initials of the person signing the bid.

13.0 **DISCRETION OF BVFCL:**

BVFCL will have the discretion to prioritize the execution of tasks, give directives and formulate instructions considered appropriate for the purpose of carrying out the tasks assigned to the .

14.0 **FACILITIES TO BE PROVIDED BY BVFCL:**

14.1 BVFCL would provide access to all the necessary records/information and it would be the responsibility of the selected Bidder to collect and compile relevant and necessary information from the offices of the BVFCL.

14.2 Lodging at the BVFCL Guest House or elsewhere will be provided to the selected Bidders personnel on chargeable basis. Food also may be provided on chargeable basis depending upon availability.

14.3 Local transport arrangement including to and fro transportation from nearest Airport/ Rail Station will be in the scope of the selected Bidder.

15.0 **DOCUMENTS TO BE FURNISHED FOR CLAIMING PAYMENT:**

The following documents in originals shall be sent to the *Chief Engineer (T.S.), BVFCL Namrup, P.O.- Parbatpur, Dist.- Dibrugarh, Assam 786623* for claiming all payment.

- ☐ Invoices - original + 2 copies
- ☐ Reports/Documents supporting the claim.

16.0 **FORCE MAJEURE:**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the said contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions or other acts of god, then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by the reason of such eventuality be entitled to have any claim for damages against the other in respect of such non performance or delay in performance and the performance under the said contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

However, if the state of Force Majeure continues beyond a period of one month, appropriate time extension will be granted on production of documentary evidence for the occurrence of such delay.

17.0 **OWNERSHIP OF DOCUMENT:**

The technical data, information, drawings, specifications, records and other documents shall not be divulged and or disclosed to any third party or used for any other purpose whatsoever without BVFCL's prior consent in writing except to the extent required for execution of this contract. BVFCL will be free to use the report and data contained in the report for any purpose.

18.0 **SUBMISSION OF REPORT:**

The Auditor shall submit 2(two) sets of Draft report & recommendations in bound form together with a soft copy in editable word/excel format for scrutiny and comment of BVFCL. Upon clearance with comments, if any of BVFCL, 5(five) copies of the final report along with NDT Reports etc. in **bound/spiral bound form** to be submitted along with soft copy (pdf & word/excel) for reproduction as and when required by BVFCL. Final Report is to be submitted within three weeks of receipt of BVFCL's comments on Draft Report.

19.0 **LIMITATIONS OF LIABILITY:**

The final payment by BVFCL in pursuance of the 'contract' shall not mean, the release of the contractor from all his liabilities under the 'contract', and till such time the contractual liabilities and responsibilities shall prevail as given in [clause No.22](#).

20.0 TERMINATION OF CONTRACT:

BVFCL may terminate this contract under the circumstances detailed below:

The contract for services shall be liable for termination by BVFCL if the conduct of the contractor's personnel is considered by BVFCL to be prejudicial to its interest.

BVFCL at any time, on finding that the performance of services under this contract is not satisfactory, will give a written notice to the Contractor to take appropriate remedial steps. If remedial steps are not taken within 25 days or are not to BVFCL's satisfaction, then BVFCL reserves the right to terminate the contract with a final notice for maximum 10(ten) of days grace to comply with the remedial action.

Upon termination of the contract at any time for whatsoever the reason by BVFCL, the proportionate amount shall be payable to the Auditor for the services performed satisfactorily as per Contract, till the date of termination. However, the security deposit shall be forfeited. In the event of the contract being terminated and awarded to another Auditor, the difference, if any, shall be recovered from the fees or any other payment due from BVFCL, either in the present or from any other contract to the Auditor.

21.0 EFFECTIVE DATE OF CONTRACT:

This Contract shall be deemed to have become effective from the date of award of Work Order/Letter of Intent of BVFCL, which will form part of the Contract.

22.0 LIABILITY:

The Auditor shall carry out the services under the "Contract" with due care and attention to the accepted rules of the Service Practices. The Auditor shall be responsible for technical, financial & managerial soundness of the services rendered and of recommendations. In the event of any deficiency in these services, Auditor shall inter-alia promptly redo such services at no additional cost to BVFCL.

If the conduct of the Auditor and its personnel is considered by BVFCL to be prejudicial to their interests, the "Contract" is liable for termination with the direct damages being to the account of the Auditor.

The Auditor at no additional cost to BVFCL shall correct eventual faults or errors in the service performed due to a negligent act or omission of the Auditor or any of the Auditor's personnel within the scope of the obligations of the Auditor, provided that such faults or errors are signified by Client in writing within three months after the last date of tenure of the "Contract".

23.0 INSURANCE:

Necessary insurance and other benefits like ESI, PF, etc., for Auditor's personnel shall be the auditor's responsibility. Any violation of such act/statutory obligations shall be the entire responsibility of the Auditor.

24.0 GENERAL:

Notwithstanding the stipulations contained in the terms and conditions of the NIT, any conditions that may be prescribed by the Govt. of India and/or the concerned State Govt. and other statutory agencies will have to be complied with and shall be applicable. Cost implication, if any, resulting from any such terms and conditions will be mutually discussed and sorted out.

25.0 PRICE REDUCTION CLAUSE:

Timely preparation and submission of report shall be the essence of contract. In the event of delay attributable to the Auditor, the Work Order Value will be reduced @ 0.5% of the Work Order value per week, subject to a maximum of 5% of the total Work Order value.

26.0 **DISPUTE RESOLUTION AND ARBITRATION:**

- 26.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the matter will be referred to arbitration under the ICADR arbitration Rules, 1996.
- 26.2 The authority to appoint the arbitrator(s) shall be the International Center for Alternative Dispute Resolution.
- 26.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.
- 26.4 In case of PSU and govt. depts., the arbitration procedure will be as per the Permanent Machinery of Arbitrator (PMA) of DPE.

27.0 **SUBMISSION OF BID:**

The interested parties shall submit their technical bid, with details of their detailed approach envisaged and plan for undertaking the above assignment and the working mechanism of executing the same. The successful Bidder would have to give a presentation on their work plan during the site visit, if need be.

Reputed firms interested in the above mentioned scope of work are invited to submit their Bid on their own letter head. *In view of remote location, Bidders may send their offers well before due date and track the consignment to ensure timely delivery.*

27.1 Documents to be enclosed with the Technical Un-priced Commercial Bid:

- 27.1.1 Profile of the company – Full particulars of the constitution, ownership and main business activities of the prospective Auditor covering, inter-alia, its global operations, including presence in India.
- 27.1.2 Documentary evidence in support of meeting the eligibility criteria.
- 27.1.3 Unabridged Annual Reports or audited financial accounts for the last three financial years.
- 27.1.4 Comprehensive list of experience as detailed at [Clause 7.0](#), including a relevant list of assignment handled by the firm, relevant to preparation of tender documents and providing the required/related consultancy.
- 27.1.5 Brief resume of team members highlighting qualification and experience relevant to the present subject.
- 27.1.6 Successful completion certificate of work done from client mentioning the scope of work.
- 27.1.7 C.V. of the key personnel proposed to be involved in this job.
- 27.1.8 Time schedule indicating brief deliverables at different stages.
- 27.1.9 Complete NIT document duly signed and stamped confirming acceptance of all terms & conditions of the NIT.
- 27.1.10 Confirmation of terms and conditions ([Annexure-III](#)) duly filled in, signed and stamped supported with all relevant documents.
- 27.1.11 Un-priced copy of price bid duly signed & stamped as per [Annexure-IV](#).
- 27.1.12 Power of attorney to the signatory for signing the bid document
- 27.1.13 Any other document as per the requirement specified in the NIT.
- 27.1.14 PAN No, TAN No and Service Tax Registration Number
- 27.1.15 An undertaking to the effect that
 - No investigation by a regulatory authority is pending against them and the bidder was never black listed by govt./PSU etc.
 - No charge sheet by an agency of the government/ conviction by a court of law for an offence committed by the bidding party or by any sister concern of the bidding party has been issued
 - In case any investigation/charge sheet is pending against the concern or

its sister concern or against its CEO or any of its Directors/Managers/employees, full details of such investigation including the name of the investing agency, the charge/offence for which the investigation has been launched and other relevant information should be disclosed to the satisfaction of the company.

27.2 Bidders shall be required to deposit along with their Bid, a refundable earnest fee as at [Clause 6.1](#) above. In case of successful Bidders, the EMD would be adjusted against security deposit.

27.3 The Bid should be unconditional and valid for atleast 90 days from the date of opening of Price Bids. The extension of validity, if required, shall be obtained from the Bidder.

27.4 Bid should be submitted in duplicate in a sealed envelope, super-scribed **"ENGAGEMENT OF ACCREDITED CCE APPROVED AGENCY FOR HYDRAULIC/PNEUMATIC TEST OF PESO LICENSED VESSELS AS PER SMPV(U) RULES 1981"** so as to be received at the under-mentioned address not later than **3.00 PM of 14th Oct. 2016**.

Chief Engineer (T.S.)
Brahmaputra Valley Fertilizer Corporation Limited,
Namrup.
P.O. – Parbatpur, Dist. – Dibrugarh (Assam)
Tel : 0374-2500240

27.5 Bids (Technical) shall be opened at **3.30 PM of 14th Oct. 2016** in presence of the Bidders or their authorized representatives who may like to be present. The date of opening of price bid shall be intimated later.

27.6 For any clarifications/or further details with regard to this tender, the same can be obtained from/discussed with Shri S Sarkar, Chief Engineer (TS), BVFCL Namrup (Assam) (Mobile:+919531060067), e-mail: ssarkar@bvfc.co.in.

27.7 BVFCL reserves the sole right to accept or reject any or all Bids without assigning any reason whatsoever and also have the right to relax any terms/conditions of the Bid and shall bear no liability whatsoever consequent upon such a decision.

27.8 The interested bidders shall sign all pages of this Tender Document and submit as a token of acceptance of all the terms of the assignment.

28.0 WORK ORDER / LETTER OF INTENT:

28.1 BVFCL will award the Work Order / Letter of Intent to the successful bidder who is determined as the techno commercially acceptable lowest bidder.

28.2 The successful bidder on receipt of "Work Order/ Letter of Intent" shall convey his acceptance by return e-mail/fax and to be confirmed by letter within 7 days, failing which it will be deemed that WO/Lol is accepted unconditionally.

28.3 The Work Order shall remain valid initially for a period of one year, which may be extended further with the same terms and conditions.

29.0 SIGNING OF AGREEMENT:

29.1 Within two weeks of date of issue of Work Order, the successful Bidder shall furnish a performance security for satisfactory completion of the Assignment and simultaneously **sign a formal agreement**. Draft Format of Agreement is enclosed at **Annexure - V** to be furnished on requisite stamp paper.

30.0 LIST OF ANNEXURES:

- 30.1 Annexure-I : Overview of BVFCL Namrup
- 30.2 Annexure-II : Broad scope of work
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SSa 10/09/16
(S Sarkar)

Chief Engineer (Technical Service Dept.)

Annexure-I

OVERVIEW OF BVFCL NAMRUP

1. Brahmaputra Valley Fertilizer Corporation Limited (BVFCL), is a CPSU established with the hived off fertilizer unit of erstwhile Hindustan Fertilizer Corporation Limited (HFCL) located at Namrup in the North-Eastern State of Assam. The Company was registered under Company's act on 5th April 2002 with its registered and corporate office at Namrup itself.
2. The first ever gas based Ammonia-Urea Fertilizer unit Namrup-I, established under ages of FCI in 1967 was later transferred to HFCL during reorganization of FCI and has been closed.
3. BVFCL Namrup is a completely based on natural gas as feed and fuel to all its main plants and utilities. Associated Natural Gas is obtained through a dedicated pipeline of M/S Assam Gas Company Limited, Duliajan from near-by oil/gas fields, about 35 km away from Namrup. Entire natural gas supplied from OIL, Duliajan.
4. The existing production facilities of BVFCL consist of two ammonia and urea units with total designed original installed capacity of 1200 MTPD Ammonia (Namrup-II: 600 MTPD & Namrup-III: 600 MTPD) with 2 Nos. 1500 MT liquid ammonia Horton spheres and 2167 MTPD of Urea (Namrup-II: 1000 MTPD & Namrup-III: 1167 MTPD) and commenced production in phases i.e. in 1976 as Namrup-II group & in 1987 as Namrup-III group of plants. Both the plants use associated natural gas available from the near-by oil/gas fields of M/s Oil India Ltd (OIL) as basic raw material for producing nitrogenous fertilizer. Each of Namrup-II and Namrup-III plants has exclusive supporting Utility facilities like Water Treatment Plant, DM Water Plant, Steam Generation Plants and common 2x15 MW Captive Power Plant and a residential township with over 2000 Quarters having all related infrastructure facilities.
5. Namrup-II and Namrup-III plants have been revamped during the early years of 2000s with lowered rated annual production capacities and limited scope only to bring in reliability in operation. Though some degree of operational reliability could be established from the said revamp, the energy consumption in these plants remained high compared to present generation plants primarily due to lower plant rated capacity, old energy intensive process & engineering technology used in these plants and frequent production interruptions from retained inefficient & old key machinery/equipment, most of which have gone obsolete.
6. The company is having a well equipped Fire and Safety Dept. with 3 Nos. Fire tenders, portable fire extinguishers and personnel protective equipments. Water hydrant system is also effectively working in the whole plant.

Annexure-II

Broad Scope of Work

1. Pneumatic Test of Liquid Nitrogen Storage Vessels (3 Nos.):

- 1.1 General Inspection of the licensed premises of Liquid Nitrogen Storage Vessels.
- 1.2 Arrange and witnessing the pneumatic test of 3 Nos. Liquid Nitrogen Storage Vessels.
- 1.3 Visual inspection of the internals of Safety Valves of these vessels.
- 1.4 Witnessing of test for set pressure of these Safety Valves as per requirement of CCE.
- 1.5 Witnessing of pneumatic leak test of safety Valves of Liquid Nitrogen Storage Vessels.
- 1.6 Issuance of certificates required under the rule 19 for Pneumatic testing of the vessels under SMPV(U) Rules, 1981 for licensing purpose. Witnessing the Pneumatic Test of Liquid Nitrogen Storage Vessels (3 Nos.) in Namrup – III plants.
- 1.7 Construction of scaffolding wherever required for the above purpose including supply of all materials and consumables.

2. Hydraulic Test of Ammonia Horton Sphere of Namrup-II:

- 2.1 Construction of scaffolding inside and outside the Horton Sphere wherever necessary for testing purpose.
- 2.2 All structural materials, waste cotton, kerosene and other consumables will be arranged by the contractor at its own cost.
- 2.3 Cleaning the metal surface for carrying out the tests.
- 2.4 Visual Inspection of the vessel.
- 2.5 Wet Fluorescent Magnetic Particle Testing on all petal welds and nozzle attachments weld inside the spheres according to ASTM Standards with inspection instruments suitable for 110V A.C. supply.
- 2.6 The fillet welds of inlet nozzle, reinforcing pad will be tested by Dye-Penetration Test.
- 2.7 Hardness measurement at selected areas of weld, heat affected zones and parent metal.
- 2.8 Ultrasonic thickness profile for corrosion mapping from inside the sphere. Ultrasonic thickness measurement shall be carried out on each shell plate (8 to 10 measurement each). Random Ultrasonic Thickness Check of inlet, outlet nozzles and manifolds is to be carried out.
- 2.9 Ultrasonic Flaw Check of butt welded joint on the shell at selected locations covering 100% of T – joints and HAZ.
- 2.10 Erection and removal of scaffoldings for NDT and inspection and cleaning of the inside of the Horton Sphere after removal of scaffoldings.
- 2.11 Measurement of differential settlement of adjacent legs of the Horton Sphere during hydro testing.
- 2.12 Witnessing of Hydraulic Test of Horton Sphere and issuance of certificates as per rule 19 of SMPV(U) Rules, 1981.
- 2.13 All the tools, tackles, machineries and equipments including a suitable water pump, connecting hose pipe and pressure gauges, personnel safety tools etc. required for the work and pressurizing the vessel with water for hydraulic test as specified in the SMPV(U) Rules, 1981 or any other applicable rules/acts is to be arranged at the site (including its transportation) by the contractor at its own cost.
- 2.14 Proper supervisor(s) and workers are to be deployed by the contractor at site at the time of execution of job.
- 2.15 Final site cleaning

3. The job of hydraulic test and Pneumatic test is expected to be covered in a single visit.

4. A preliminary site report will be submitted by the Inspector immediately after the hydraulic test.

Annexure-III

CONFIRMATION OF TERMS AND CONDITIONS

Enquiry No BVFCL/F&S/001

Name of the Bidding Company

Offer No

We confirm/ clarify as follows:

Sl. No	DESCRIPTION	BIDDER'S CONFIRMATION/
1.	Price basis firm till execution of the contract	CONFIRMED
2.	Price submitted as per price schedule format	CONFIRMED
3.	All taxes and duties except service tax included in price schedule. Service tax is indicated separately in price schedule.	CONFIRMED
4.	90 Days of validity of bid confirmed	CONFIRMED
5.	Terms of payment: as per Clause 9.0 of the bid document	CONFIRMED
6.	Bank guarantee against security deposit : as per Clause 11.0 of the bid document	CONFIRMED
7.	Effective date of contract is Date of LOI/W.O. as per Clause 21.0 .	CONFIRMED
8.	Time schedule: as per Clause 8.0 of the bid document	CONFIRMED
9.	Acceptance to terms and conditions of the NIT document in totality	CONFIRMED
10.	Furnished all certificates & supporting documents as per Clause 27.0	CONFIRMED
11.	Documents in support of Eligibility criteria in Clause 7.0	FURNISHED
12.	PAN , TAN No & other statutory requirement details	FURNISHED
13.	Address of the income tax counter where the bidder file their income tax return	FURNISHED
14.	Service tax registration details	FURNISHED
15.	Copies of audited account (incl. Balance Sheet & PLA) for the last three years	FURNISHED
16.	Name of contact person for this enquiry designation, mobile telephone numbers, fax no., e- mail id	FURNISHED

It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.

AUTHORISED SIGNATORY OF THE BIDDER:

NAME :
DESIGNATION :
DATE :

Annexure-IV

PRICE SCHEDULE

Enquiry No
 Name of the Bidder
 Offer No

Sl. No	Description of Work	Total fees (on lump-sum basis) excluding taxes	
		In figures	In words
A.	The lumpsum fees to be charged to BVFCL for Hydraulic Test of Ammonia Horton Sphere of Namrup-II		
B	The lumpsum fees to be charged to BVFCL for Pneumatic Test of Liquid Nitrogen Storage Vessels (3 Nos.) of Namrup-III		
C.	Total lumpsum Fees		
C.	Service Tax @ _____% extra		
C.	Other, if any		
Total in figure INR			
Total in words Rupees			

NOTE:

Bidder shall furnish the prices STRICTLY as per price schedule format provided and on lumpsum basis failing which the offer is likely to be rejected.

AUTHORISED SIGNATORY OF THE BIDDER:

NAME :

DESIGNATION :

DATE :

Annexure-V

Format for Signing of Agreement
(On stamp paper)

THIS AGREEMENT is made on the..... day of 2016 between Brahmaputra Valley Fertilizer Corporation Limited, Namrup, having its Registered Office at Namrup (Assam) hereinafter called "The Company" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part.

AND

..... a company registered under the Company Act 1956, having its registered office at hereinafter called the "CCE Accredited Agency" (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in interest) of the other part.

WHEREAS The Company is desirous of having services by CCE Accredited Agency for the job of "ENGAGEMENT OF ACCREDITED CCE APPROVED AGENCY FOR HYDRAULIC/PNEUMATIC TEST OF PESO LICENSED VESSELS AS PER SMPV(U) RULES 1981" and have accepted a tender by the CCE Accredited Agency as stated above.

Now this Agreement Witnesseth as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - i. The tender document and letter of acceptance of the tender.
 - ii. The work order No. annexed as annexure..... hereto.
 - iii. All correspondences by which anything added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by The Company to the CCE Accredited Agency hereby covenants provide testing and certification services for the above mentioned work of The Company as per the Schedule of Works detailed in this tender document for The Company within the period specified for each activity from date of receipt of work order subject to and in compliance with all conditions specified in documents.
4. The consideration payable therefore by The Company to the CCE Accredited Agency shall be the sum of Rupee..... only payable in lumpsum after completion of entire scope of work in the manner prescribed in the said Work Order issued to the CCE Accredited Agency.
5. In witness whereof The Company has caused their common seal to be hereunto affixed and the CCE Accredited Agency has hereunto set its hand and seal the day and year first above written.

CHIEF ENGINEER (TS)
BVFCL NAMRUP

Authorized Signatory
of the Company to which the
Work Order has been issued