

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED****N A M R U P**

(A Govt. of India Undertaking)

P.O: Parbatpur-786623, Dist: Dibrugarh (Assam)

website: [www.bvfcl.com](http://www.bvfcl.com); e-mail: [info@bvfc.co.in](mailto:info@bvfc.co.in)**UREA-II (Production Deptt.)****NOTICE INVITING TENDER****Tender Notice Ref. No:** U-II/HE-5/2019/ 3239**Date:** 15.06.2019

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

Sl.No:	Name of work	Earnest Money: ( )	Completion time days / months	Tender paper cost ( )
1	Cleaning of tubes of HE-5A & 5B (3 <sup>rd</sup> cycle heat exchangers) using high pressure water jet.	2200	06(six )days	100.00

Contractors mean the experienced / licensed / approved contractors who are registered with Govt. Deptt. for respective jobs of Civil Engg, Electrical, Mechanical, Transportation etc.

Tender papers / documents can be obtained during working hours from the office of Plant Manager, Urea-II. NIT is available on BVFCL **website [www. bvfc. com](http://www.bvfcl.com)**. The interested parties may download the tender documents from as mentioned above.

Tender paper cost (not refundable) and earnest Money shall be deposited in the form of SBI Bank payment challan which shall be obtained from BVFCL website in "[Download link](#)". The original copy of the Bank payment challan(s) shall be attached along with bid document. The E.M. of unsuccessful bidder will be released (payment shall be made through e-banking. So, party may mention A/C.No. etc. along with their bid ). In case of successful bidder the earnest money will be released after successful completion of the job as per rule of M/s. BVFCL.

**OFFICE OF THE Plant Manager, Urea-II, BVFCL, Namrup**

- |    |   |                      |                     |
|----|---|----------------------|---------------------|
| 1. | <b>Closing date of sale of Tender papers</b>    | <b>on 27.06.2019</b> | <b>at 4.30 p.m.</b> |
| 2. | <b>Last date of submission of tender papers</b> | <b>on 28.06.2019</b> | <b>at 3.00 p.m.</b> |
| 3. | <b>Opening date of tender papers</b>            | <b>on 28.06.2019</b> | <b>at 3.30 p.m.</b> |

The tenders will be opened on the above scheduled date and time in the office Plant Manager, Urea-II in presence of the bidders or their authorized representatives who may like to be present. BVFCL will neither be responsible nor consider the late submitted tenders.

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.

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Note : 1. **Bidders must submit the PAN card, GST, Registration No. along with their quotations.**

Signature: \_\_\_\_\_  
Name : M.I.Choudhury  
Plant Manager, Urea-II

cc to: 1) Dy.F.M.  
Attn: A.O. (W/Concurrence) – Kindly depute his representative on the above date & time for opening of tender papers.

- 2) All Notice Board
- 3) Dy. Commandant, C.I.S.F.
- 4) Manager, Computer
- 5) V.O.

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BVFCL is committed to a corruption free environment. “ All the above purchases, service and commitments of BVFCL will be honoured without the citizen having to pay any bribe”. In case of any person demands any bribe, it is the duty of responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, P.O: Parbatpur, Dist: Dibrugarh, Assam PIN: 786623. ( Tel No: 0374-2507092 / 0374-2507167)  
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**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**

**TENDER FORM (NOT TRANSFERABLE)**

Tender Ref. No: U-II/HE-5/2019/ 3239 dtd.15.06.2019

Mode of Tender : Open

Type of Bid : Single

Validity : 365 days.

Earnest Money : ` 2200

**Last date of submission 28.06.2019 at 3.00 pm**

**Name of work: Cleaning of tubes of HE-5A & 5B (3<sup>rd</sup> cycle Heat Exchangers) using high pressure water jet.**

**Name and address of the party**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO BE FILLED IN BY THE BIDDER**

I/We hereby tender for the execution for the B.V.F.C.L., Namrup of the work scheduled in underwritten memorandum within the time specified in such memorandum and at the rates specified therein & in all respect in accordance with the specifications, designs, drawing and instructions referred to in the N.I.T. conditions "THE GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT" and in all other respects in accordance with such conditions and special; conditions so far as applicable.

**M E M O R A N D U M**

1. General Description of the work:-
2. Earnest money ` 2200.00 (Rupees Twenty Two Thousand only)
3. **Time allowed for work 06 (Six) Days**
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions and conditions contained in NIT, GDCC and the special; conditions which have been read and understood by me/us so far as applicable or in default thereof to forfeit and pay to the Corporation or their successors or assignees, the sums of money mentioned in the said conditions.
5. The sum of ` - - - - - has been deposited vide----- -- - ----- -dtd.- -- -- - - in favor BVFCL, Namrup as earnest money, the full value of which to be absolutely forfeited to the BVFCL, or their successors or assignees without prejudice to any other rights or remedies of the said Corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

contd....2/-

**ENCLOSURES:**

1. Tender paper/ Form(Annexure-I)
2. Detailed schedule, scope and quantity of work duly to be filled in and signed.  
[Annexure-II(A& B)]
3. Special terms & conditions duly read and to be signed (Annexure-III) by bidders.

Dated- - - - -

Signature of the Contractor

Address-- - - - -

- - - - -

Witness (1) - - - - -

(2) -----

Signature (1).- - - - -

(2) - - - - -

& address- - - - -

- - - - -

of witness- - - - -

- - - - -

SCHEDULE, SCOPE AND QUANTITY OF WORK

NIT Ref. NO. U-II/HE-5/2019/3239

Date:15.06.2019

1. **Name of the work:** Cleaning of tubes of HE-5A & 5B (3<sup>rd</sup> cycle heat exchangers) using high pressure water jet.
2. **Scope of Work :**
  - i) There are exchangers namely HE-5A & HE-5B. There are 752 tubes in each exchanger. The dimension of a tube is (Tube OD x THK x Length) = **(10mm x 1.5mm x 3750mm)**. **The ID of tube is 7mm.** The tubes of both **HE-5A & 5B** are to be cleaned thoroughly with high pressure water jet. Any blockages in the tubes are to be cleared with suitable equipment without damaging the tubes.
  - ii) The end covers of the heat exchangers are to be thoroughly cleaned. Any deposition on the end covers are to be removed.
3. Time shall be the essence of the contract and all the jobs shall be completed within 06 (six ) days, including Sundays and holidays, from the date of site clearance in 2 shifts (Morning & Evening). The contractor has to assign his own supervisor, who will ensure that the job is carried out to the satisfaction of the BVFCL engineer within the specified time.

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Annexure-IIB								
<b><u>Schedule of work, quantity and rates:</u></b>								
<b>NIT Ref. No: U-II/HE-5/2019/3239_____ Dated: _____</b>								
SI No	Description of jobs	Category of manpower	No of manpower	No of Days to be worked	No of shift per day	Man Days	Rate (₹)	Total Amount (₹)
1	Cleaning of tubes of HE-5A & 5B with hydrojet							
2	Sub Total							
3	Cost of tools & tackles							
4	Total(SINo.2+SINo.3)							
5	Contractor's margin @ ---- of SINo.4							
6	GST @ 18% of SI No (4+5)							
7	FINAL TOTAL SI No (4+5+6)							

Signature of the contractor with  
Date and seal

**BVFCL, NAMRUP**  
**SPECIAL TERMS & CONDITIONS**  
**OF**

**NOTICE INVITING TENDER (NIT Ref. No: U-II/HE5/2019/3239 Dated:15.06.2019)**

**1.00 INSTRUCTION FOR BIDDERS**

- 1.01 The bidder(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 The tender documents completed in all respects and duly signed by the contractor should be sealed in a cover super scribing the tender No., name of work and date of opening and addressed to the concerned officer along with the name and address of contractor.
- 1.03 The above cover containing all tender documents should be dropped in the tender boxes kept in Urea-II General Office or be posted by Registered post so as to reach concerned officer well in specified time.
- 1.04 The rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

**2.00 TIME SCHEDULE/COMPLETION PERIOD:-**

- 2.01 Time shall be the essence of the contract and all the jobs shall be completed within 06 (six ) days, including Sundays and holidays, from the date of site clearance in 2 shifts (Morning & Evening). The contractor has to assign his own supervisor, who will ensure that the job is carried out to the satisfaction of the BVFCL engineer within the specified time.
- 2.02 A work and time schedule shall be prepared and submitted by the successful bidder on receipt and acceptance of work order within 01 (One) day.

**3.00 GENERAL TERMS & CONDITIONS:**

- 3.01 Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. 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.
- 3.02 **Validity of Contract:-** The job shall be taken up during annual turnaround of N – II group of plants declared in June 2019. Normally, a notice of 02 days would be given for mobilizing the resources/manpower at the site. But the party should be able to mobilize at a very short notice (within mobilization period), if required. However, the contract shall remain valid for a period of 12 (Twelve) months reckoned from the date of its award.
- 3.03 **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 transportation cost etc.

**4.00 Tender paper cost & Earnest money.**

4.01 The tender paper should be shall accompanied along with the original challan of tender paper cost and earnest Money deposited at SBI, Namrup in favour of BVFCL, Namrup(download link our BVFCL web site as mentioned earlier) for the work in accordance with the provisions of the G.D.C.C. The tender(s) without earnest money shall be rejected. The earnest Money of un-successful bidder will be released.

**5.00 Terms of Payment:-**

5.01 100% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery if any.

5.02 All the statutory taxes and duties shall be paid extra, as applicable, to bidder / deducted from bidder's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.

5.03 GST if and as applicable, shall be paid at usual and admissible rate on production of copy of valid GST Registration Certificate issued by appropriate Authority.

5.04 **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 10% of the total value of the work.

**6.00** The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.

**7.00** The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.

**8.00** The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.

**9.00 Safety Regulations:-** The Contractor shall strictly follow and abide by all the Fire and Safety Regulations of 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, and familiarize himself with such regulations copies of which will be furnished to him by BVFCL on request.

**10.00 Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond



reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force-Majeure lasting continuously for a period of three months, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

**11.00 Conciliation & Arbitration:-**

11.01 Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.

11.02 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.

11.03 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

**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.

**13.00 Agreement:-** The Tender Documents, Other Documents exchanged between the Bidder and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Bidder shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup on a non-judicial stamp paper costing ` 20.00 only within 07 (Seven) days of the date of receipt/ acceptance of the Work Order or before commencement of work whichever is earlier. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizer Corporation Limited, Namrup.

**(M.I.Chouhury)**  
**Plant Manager, U-II**

