

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)**



NAMRUP

Please reply to
CE (Chem)
BVFCL, Namrup
P.O. Parbatpur – 786 623
Dist. Dibrugarh (Assam), India.
CIN No: U24123AS2002GOI006786

Phone: +91 [374] 2500326; FAX: +91 [374] 2500317; e-mail: bcsarkar@bvfc.co.in or www.bvfcl.com

NOTICE INVITING TENDER NO. : N-III/A/PC/1(2)/30

Dated : 03.02.2022

- | | |
|----------------------------------|--|
| 1.NAME OF WORK | : Cleaning of Cooling Tower (C.T.) basin sump, pump suction pit and intake channels of Ammonia-III as well as Urea-III Plant. |
| 2.DATE OF ISSUE | : 04.02.2022 at 3:30 pm |
| 3.MODE OF NIT | : E-PLATFORM (ONLINE) OPEN TENDER |
| 4.TYPE OF BID | : Two bid system (Techno Commercial-bid and Price Bids) |
| 5. COST OF TENDER PAPER | : Rs. 118 (including GST) |
| 6. EARNEST MONEY DEPOSIT | : Rs 4770.00 |
| 7 . TENDER BID VALIDITY | :180 days |
| 8.LAST DATE OF SUBMISSION | : 28.02.2022 at 3:00 pm |
| 9. TECHNICAL BID OPENING | : 01.03.2022 at 3:00 pm |
| 10.PRICE BID OPENING | : After scrutiny Of Technical bid |
| 11.COMPLETION PERIOD | : 5 (five) days (maximum) for Ammonia-III Plant & within that time period ,
2(two) days for Urea-III Plant with separate manpower . |

BVFCL invites Online tenders under two bid system (Techno-Commercial bid and Price bid) from experienced, financially sound and reputed firms. The bidders should have to submit valid Labour License (Central) against the job award prior to execution of job, Provident Fund code number, MSME/ NSIC Certificate and GST Registration number as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time. The credential of basin cleaning and ability to do the work in the pit/basin of water and any other similar jobs etc to be submitted for **“Cleaning of Cooling Tower (C.T.) basin sump, pump suction pit/basin and intake channels of Ammonia-III as well as Urea-III Plant.”**

This bid is issued under National competitive bidding for preparation, submission of bids, evaluation and comparison. NIT is available on www.bvfcl.etenders.in through NIC and also Notice on Government web site www.tenders.gov.in and BVFCL website www.bvfcl.com. The interested parties may download the tender documents from websites. Parties are advised to upload the scanned copies of all the documents along with their credentials.

Kindly acknowledge the receipt of the Tender documents.

Cont. to page 2

SPECIAL TERMS & CONDITIONS:

1.0 INSTRUCTION FOR TENDERERS

- 1.01 The tenderer(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 and sealed by the contractor should be sealed/ uploaded in a cover superscribing the tender No., name of work and date of opening and addressed to the concerned officer along with the name and address of contractor.

2.00 TIME SCHEDULE/COMPLETION PERIOD:-

- 2.01 Time shall be the essence of the contract and the total jobs shall be completed within 05 (five) days in 2 shifts (Morning & Evening) for Ammonia-III & Urea-III Plant, including Sundays and holidays (if falls), from the date of site clearance. The contractor should engage separate manpower for Ammonia-III & Urea-III Plant. The completion certificate of job will be received from the site engineer's complete satisfaction of Ammonia-III & Urea-III Plant. The contractor has to supply minimum three de-watering pumps for Ammonia-III & Urea-III Plant separately and comply with his own supervision, who will ensure that the job is carried out with 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 10 (Ten) days.

3.00 GENERAL TERMS & CONDITIONS:

- 3.01 Party should have past experience of executing similar nature of job with supporting documentary evidence.
Experience in CT Cleaning preferably ability to do the work in the pit/basin of water and any other similar jobs etc successfully completed during the last 7 (Seven) years' ending last day of March, 2021 previous to the one in which applications are invited should be either of the following –
 - 3.01.1) Three similar completed works costing not less than the amount equal to 40% of the estimated cost
 - 3.01.2) Two similar completed works costing not less than the amount equal to 50% of the estimated cost
 - 3.01.3) One similar completed work costing not less than the amount equal to 80% of the estimated cost
- 3.02 Interested Tenderer, 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 Tenderer 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.

3.03 **Validity of Contract:-** The job shall be taken up during Annual Turnaround of N – III group of Plants tentatively scheduled in ATA,2022. Normally, a notice of 05 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.

3.04 **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 **Earnest Money Deposit:**

The Tenderer has to pay a Tender paper cost of Rs. 118.00 (including GST @18%). The tenderers who have updated MSME certificates are exempted from paying EMD **as per Central Govt. notification no. F-9/4/2020-PPD. Tenderers have to submit a bid security declaration certificate (enclosed) in lieu of EMD.**

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 and tender fees exemption subject to conditions as under:

MSME bidders must submit valid registration certificate from any of the following (or any other body specified by the Ministry of MSME) for exemption of EMD as applicable for this tender:

- (i) **National Small Industries Corporation (NSIC)**
- (ii) **District Industries Centre (DIC)**
- (iii) **Coir Board**
- (iv) **Khadi and Village Industries Commission (KVIC)**
- (v) **Khadi and Village Industries Board (KVIB)**
- (vi) **Directorate of Handicrafts and Handloom**
- (vii) **Udyog Aadhar Memorandum**

The tenderers are required to upload scanned copy of Demand Draft / Bank pay order (available on our website) or NSIC/MSME Certificate under "Single Point" registration scheme in lieu of EMD & tender paper cost. The EMD & tender paper cost may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank in favor of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

The original DD/ Bank Pay order against EMD must reach the office of the CE (Chem), BVFCL, Namrup within 5 Days of online opening date of the Techno-commercial Bids.

The tender(s) without earnest money shall be rejected, if NSIC/MSME is not provided. The earnest money of the successful bidder will be retained by BVFCL as part of the security for the due and faith full fulfillment of the contract by the contractor. The balance to make up the security deposit which is 3% of the total value of the contract (unless otherwise specified in the special conditions, if any) Earnest money of the unsuccessful bidders will be released. The security money against the contract will be recovered by percentage deductions from the contractor's final bill. No interest will be earned by the contractor against security deposit.

5.00 **Terms of Payment:-**

5.01 97% 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. Rest 3% will be kept as security money. However, 100% payment is subjected to fulfillment of **Security Deposit-Cum-Performance/Workmanship Guarantee.**

5.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer'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 Excise 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 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 costing ` 100.00 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.

(I Khalil)
Dy.CE(Chem.),
Ammonia-III

SCHEDULE, SCOPE AND QUANTITY OF WORK

NIT Ref. NO. N-III/PC/I(2)/30

Date:03.02.2022

1. **Name of the work:** Cleaning of cooling Tower basin sumps, suction pit and intake channels of Ammonia-III plant as well as Urea-III Plant.

2. **Scope of Work :**

i) Cells & Basins:

There are 6(six) cells in Cooling Tower of Ammonia-III Plant & 3(three) cells in the Cooling Tower of Urea-III Plant at same location. Sludge gets accumulate in these cells' basin. The size of each cell of Ammonia-III Plant is 12.2m X 14.6m X 5.0m and that of Urea-III Plant is 17m X 16.08m X 1.33 m respectively. BVFCL will arrange to drain out water from the basin through drain lines upto a drainable limit and balance portion to be drained out by the contractor by using his own de-watering pump at the site. The bottom sludge layer of proximally 9" to 12" or whatever may be thickness will have to be scooped out. The damaged wooden piece/materials/scrap whatever may be there will be removed & thrown out from the basin at a place shown by BVFCL supervisor (about 100-150 metres away from the Cooling Tower area. After cleaning of major portion of the sludge etc. the basin would be given a running water to wash along with the walls of each cell and water so collected would have to be drained out by using the de-watering pump. The floor and the walls would have to be scraped by wooden flats and finally water wash to be given, so that the basin gets thoroughly cleaned.

ii) Pump Suction Pits :

BVFCL will pump out water as much as possible with cooling water circulation pump. The balance water of about 1 feet depth will have to be pumped out by the contractor using his own de-watering pump. The dimension of the channel of Ammonia-III & Urea-III Plant is 55.3m X 5.1m X 5.0m and 14.8m X 12.95m X 4.1m respectively. The sump will have to be cleaned in the manner described for cooling water basin.

iii) Intake Channel :

There are six nos. of Intake channels in Ammonia-III Plant of dimension 3.7m X 1.5m X 5.0m and three nos. of intake channels in Urea-III plant of dimensions 3.7m X 1.7m X 4.1m. These channels are concrete channels taking cooling water from the cooling tower basins and feeding to the cooling tower pumps. The channels are covered with precast concrete slabs. These slabs are to be removed for easy cleaning and after the channel cleaning is over these are to be replaced back. The mud thickness may vary from 9" to 12". The mode of cleaning is same as for tower basin cleaning.

****Time shall be the essence of the contract and the total jobs shall be completed within 05 (five) days in 2 shifts (Morning & Evening) for Ammonia-III & Urea-III Plant, including Sundays and holidays (if falls), from the date of site clearance. the contractor should engage separate manpower for Ammonia-III & Urea-III Plant. The completion certificate of job will be received from the site engineer's complete satisfaction of Ammonia-III & Urea-III Plant. The contractor has to supply minimum three de-watering pumps for Ammonia-III & Urea-III Plant separately and comply with his own supervision, who will ensure that the job is carried out with the satisfaction of the BVFCL engineer within the specified time.

Annexure-I

NIT Ref. NO. N-III/PC/I(2)/30

Date: 03.02.2022

PRICE BID FORMAT
(SPECIMEN COPY ONLY, NOT TO BE QUOTED, TO BE QUOTED IN BOQ ONLY)

Sl.No.	DESCRIPTION OF JOB	Rate	Total Amount(Rs.)
1	Ammonia-III		
1.01	Cleaning of Cooling Tower basin (12.2m X 14.6m X 5.0m)		
1.02	Cleaning of pump suction pit (55.3m X 5.1m X 5.0m)		
1.03	Removal of Cooling Tower mud to a distance shown by BVFCL Supervisor		
1.04	Removal of water from pump suction pit with dewatering pump		
1.05	Supervision of job		
2	Urea-III		
2.01	Cleaning of Cooling Tower basin (17m X 16.08m X 1.33m)		
2.02	Cleaning of pump suction pit (14.8m X 12.95m X 4.1m)		
2.03	Removal of Cooling Tower mud to a distance shown by BVFCL Supervisor		
2.04	Removal of water from pump suction pit with dewatering pump		
2.05	Supervision of job		
3	Contractor's margin		
3.01	Contractor's margin (between 1 to 5% of basic rate)		
4	Total (1 + 2)		
5	GST@18% (on Sl no. 4)		
6	Grand Total(Sl no. 4 + Sl no. 5)		

Total amount in words:

Signature of the Contractor with Date & Seal

DECLARATION FORM
(To be submitted in Envelop - I)

Ref. No.:

Date:

To

CE(Chem.),
BVFCL, Namrup

Sub.: 'Cleaning of Cooling Tower (C.T.) basin sump, pump suction pit and intake channels of Ammonia-III as well as Urea-III Plant. at BVFCL, Namrup (Assam).'

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 further agree to abide by the conditions of contract and agree to carry out all work within the specified time in accordance with specifications of materials and 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/ Tenderer with SEAL)

Address :
.....
.....

DECLARATION FORM
(To be submitted in Envelop - I)

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

<i>Sl. No.</i>	<i>DESCRIPTION</i>	<i>YES/ NO. (If Yes, give the following details)</i>		
		<i>Name and Designation of the Employee</i>	<i>Place of posting</i>	<i>Relation with the Employee</i>
1	If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof	<i>P.F. Reg. No.</i>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	<i>PAN No.</i>		
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i>VAT Reg. No.</i>		
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof	<i>S.T. Reg. No.</i>		

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

Place :

Date :