

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

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NOTICE INVITING TENDER NO.	: CE (Chem) /U/F-59 / 2019 /1668	Dated : 09.05.2019
NAME OF WORK	: COMPOSITE CONTRACT FOR COOLING WATER TREATMENT (SUPPLY OF CHEMICALS, DOSING, MONITORING ROUND THE CLOCK, AND MAINTENANCE OF COOLING WATER QUALITY PARAMETERS)	
DATE OF ISSUE	: 09.05.2019	
MODE OF NIT	: E-PLATFORM (ONLINE) OPEN TENDER	
TYPE OF BID	: Two- bid system (Techno Commercial-bid and Price Bids)	
PRE BID MEETING	: 16.05.2019 at 3:00 PM. Venue: Office of CE (CHEM), BVFCL NAMRUP	
LAST DATE OF SUBMISSION	: 06.06.2019 up to 3.00 PM	
TECHNICAL BID OPENING	: 06.06.2019 at 03:30 PM	
PRICE BID OPENING	: After scrutiny Of Technical bid	
COST OF TENDER PAPER	: Rs. 1000.00	
EARNEST MONEY DEPOSIT	: Rs. 1, 90,000.00	
COMPLETION PERIOD	: One year (minimum) & on successful completion it may be Extended for another one year	

BVFCL invites Online tenders under two-bid system (Techno-Commercial bid and Price bid) from experienced, financially sound Contractors having valid Labour License (Central), Provident Fund code number and GST Registration number as per contract labour (Regulation & Abolition) Act., 1970 and amended from time to time for **PROVIDING COMPOSITE CONTRACT FOR COOLING WATER TREATMENT (SUPPLY OF CHEMICALS, DOSING, MONITORING ROUND THE CLOCK, AND MAINTENANCE OF COOLING WATER QUALITY PARAMETERS).**

Suitable cooling water treatment package Program is required to be designed to meet the system requirements, supply of chemicals, unloading & handling at site and dosing of chemicals for complete Cooling Water system of BVFCL plants at Namrup under annual maintenance contract including monitoring system round the clock for the performance round the year.

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 support.assam@nextenders.com 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 scan copy of separate Demand Draft or Challan of Rs. 1000.00 as tender paper cost & EMD payable to BVFCL, Namrup at SBI / UCO Bank, Namrup.

Kindly acknowledge the receipt of the Tender documents.

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SPECIAL TERMS & CONDITIONS:

01. Tenderer(s)/Agency (ies) should upload scanned copy of following documents along with his/their Tender:

- i) Valid Registration certificate of Agency/Firm & No.
- ii) Average annual financial turnover during the last 3 years, ending 31st March of previous financial year. The income & expenditure statement and Balance sheet must be duly audited by Chartered Firm.
- iii) Experience of having successfully completed similar works during last 7 years and vendor should have to submit successfully completed experience certificate of minimum 2 years of similar work / past performance of fertilizer industries should be either of the following:
 - a. Three similar completed works each costing not less than the amount equal to Rs 30, 000, 00/=.
OR
 - b. Two similar completed works each costing not less than the amount equal to Rs 38, 000, 00/=.
OR
 - c. One similar completed works each costing not less than the amount equal to Rs 76, 000,00/=.

Prequalification/ Post qualification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily taking into account their (i) experience and past performance on similar contracts for last 2 years (ii) Capabilities with respect to personnel, equipment and manufacturing facilities (iii) financial standing through latest ITCC, Annual report of last 3 years. No bidder should be denied prequalification/post qualification for reasons unrelated to its capability and resources to successfully perform the contract.

NB: SIMILAR WORKS MEANS "SUPPLY OF CHEMICALS, DOSING, MONITORING, AND MAINTENANCE OF COOLING TOWERS WATER ROUND THE CLOCK" SERVICES IN LARGE CAMPUS OF GOVT. ORGANISATION, FERTILIZERS AND PSU ETC.

- iv) Valid Labour License (Central) issued by the concerned authority/department.
 - v) Valid Provident Fund registration certificate and Code No. in his own Firm's/Agency's name.
 - vi) Valid PAN/TAN card in his own Firm's/Agency's name.
 - vii) Valid GST registration certificate in his own Firm's/ Agency's name.
 - Viii) 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.
The EMD may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank/ United Bank of India in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.
The EMD must reach the office of the CE (Chem), BVFCL Namrup within 5 Days of online opening date of the Techno- commercial Bids.
 - ix) The tenderers have to upload the scanned copies of Annexure – I, II and III & Self declarations A & B duly signed.
2. 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.
3. BVFCL may conduct e-reverse auction through service provider M/s Nextenders India (P) Ltd. Bidders have to confirm their acceptance.
4. MSEs shall be given the benefits of issue of tender documents free of cost, exemption from submission of
- A) Earnest money deposit, price preference, etc. as per Govt. Guidelines.
 - B) SC/ST owned enterprises shall submit relevant SC/ST certificates and registration should remain valid at the time of bidding.
 - C) Condition of prior turnover & prior experience with respect to start-up and micro & small enterprises will be relaxed as per Govt. Policy circular No. 1(2) (1)/2016-MA Dtd. 10/03/2016 & F.20/2/2014-PPD (Pt) Dtd. 20/09/16 subject to meeting of Quality & technical specifications.

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5. BVFCL is committed to a corruption free work environment. "All the above purchases, 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 the responsible to inform the matter to vigilance officer, BVFCL, Namrup, P. O. Parbatpur, Dist. Dibrugarh, Assam PIN; 786623. (Tel no: 0374-2507092 / 0374-2507167).
6. In case of holiday or bandh day the next working day shall be considered for opening of the tender.

The tenderer(s) should carefully read and understand all the pages of NIT including terms & conditions and be satisfy himself before completing the online bids

Yours faithfully
For & on behalf of BVFCL, Namrup
CE(Chem)

Encl:

1. Annexure-I : Technical & Special Conditions to be duly read & signed.
2. Annexure-II : All the relevant terms & conditions of our G.D.C.C. to be duly read & Signed on every pages
3. Annexure-III : Special Terms and Conditions to be duly read and signed.

**MODEL ARBITRATION CLAUSE
FOR ARBITRATION OF CONTRACTUAL DISPUTES**

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/or provide administrative services, may use the following clauses;

- *If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or deliver there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rule 1996.*
- *The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.*
- *The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Arbitration Rules, 1996.*

Note: Parties may consider adding the following.

(a) The number of arbitration(s) shall be _____

(b) the language of the arbitration proceeding shall be _____

(c) Specific qualification of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.

(d) The place of arbitration proceedings shall be _____

ICADR-7

This supercedes arbitration clause No.71 Page- 35 & 36 of the GDCC.

DECLARATION

(To be filled in and signed by the Tenderer)

To

BVFCL Namrup
P.O.Parbatpur-786623
Dibrugarh, Assam.

Sub: COOLING WATER TREATMENT PACKAGE (Supply of Chemicals, dosing, maintenance and monitoring of cooling towers water at BVFCL Plant, Namrup)

Ref: NIT No. CE (Chem) / U/F-59 / 2019/1668

Date:

Having fully understood the condition of the contract, specification for the above work as detailed in your **CE (Chem) / U/F-59 / 2019/1668 dtd.**, I/we offer the rates as per the terms and conditions of the NIT (Annexure)

The offer of the above rate(s) is based keeping in mind all factors governing the matter and also keeping in consideration any change in circumstances in future.

I/we undertake to deliver the whole of the work comprised in the contract within the time stated.

If the tender is accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as annexed hereto or in default thereof, forfeit the sum(s) of money mentioned in the said conditions as penalty etc.

A sum of Rs..... (Rupees.....) only in form of deposit through Demand Draft / SBI Challan No. dtd. is/are forwarded herewith as earnest Money and cost of tender paper. The entire amount (earnest money) shall be forfeited to the Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, if I/we do not sign the contract agreement in time or fail to deliver the work within the time specified in the work order of the contract. The said earnest money shall be retained by Brahmaputra Valley Fertilizer Corporation Ltd., Namrup. The cost of tender paper is nonrefundable & nontransferable.

Unless and until formal Agreement is executed and complete in all respect, no payment will be made by BVFCL Namrup.

I/we understand that you are not bound to accept the lowest or any tender you may receive or is not required to assign any reason for not allotting the contract to me/us or anybody. Further, I/we also understand that avocation of my/our case for any reason directly or indirectly will go against me/us.

As a sign of my/our having understood the terms and conditions and details of the contract, I/we hereby return the subject NIT after signing and affixing seals on all pages and also agreeing that the same shall be used as a part of the duly executed contract document in event I/we am/are awarded the contract.

I further declare that I am not a partner/proprietor of any other firm/company participated in the above tender.

Yours faithfully,

Signature of the Tenderer: _____

Full Name of the Tenderer : _____

Full Address: _____

Date: _____

Seal: _____

Annexure-I**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP**
NOTICE INVITING TENDER FOR**COOLING WATER TREATMENT (NON-CHROMATE BASED)****1 of 15****1.00 INTRODUCTION**

Namrup Fertilizer Plant of BVFC Ltd. is operating 4 Nos. of Cooling Towers for N-II & N-III Units with 2 Nos. of Cooling Towers for each unit (One for ammonia and other for urea plants). At present all these Cooling Towers are working on non-chromate zinc-Orthophosphate based Cooling Water treatment system. A common treatment facility has been adopted for Package No.-1 consisting of Ammonia-III & Urea-III Cooling Towers and Package No.-II consisting of Ammonia-II & Urea-II Cooling Towers to suit the basic Plant layout requirements. System details are given at Annexure-'A'; Annexure-'B', Annexure-'C', Annexure 'D' respectively.

2.00 SCOPE OF WORK

- 2.01 The scope of work shall include **a)** design and application of suitable non-chromate Zinc-Orthophosphate – organophosphonate based cooling water treatment program along with Biocide dosing & Chlorination etc. to meet the system requirements, **b)** supply of Chemicals, unloading & handling of chemicals at site and **c)** round the clock supervision & dosing of chemicals for complete Cooling Water treatment system to maintain the quality of cooling water under annual maintenance contract. **All new bidders are required to visit Namrup site before uploading their offer & get them fully acquainted with site conditions. Ignorance of any site condition shall in no way be the basis for claim of extra payment after award of contract.**
- 2.02 Vendor shall demonstrate process performance test at site for complete cooling water system. All necessary equipments, instruments, services as required for this purpose shall be included by bidder in their scope.
- 2.03 Vendor shall include supply of chemicals and mention the optimum quantity of different chemicals for operating the cooling towers for a period of one year. Vendor shall indicate requirement of chemicals for each cooling tower separately. **Subsequently if additional chemicals are required to maintain the NIT conditions shall be supplied by vendor free of cost. In case actual quantity exceeds estimated quantity due to contractor fault, the same shall be attributable to contractor.** Vendor shall indicate unit price for each chemical separately. In case of lower chemical consumption, vendor shall be paid for chemical consumption as per actual use.
- 2.04 Vendor shall also include supply & transportation of Chlorine in Chlorine Toners / Cylinders in their scope. BVFCL shall supply empty Chlorine cylinders only and provide services for to & fro movement of the Chlorine cylinders including loading / unloading at Namrup site. The loading / unloading of cylinders at the filling station shall be done by the party. The party shall take care of all necessary statutory requirements for procurements / movements of Chlorine in Chlorine cylinders including testing of cylinders at filling station. (The total transportation is under vendor scope including transportation of chlorine tonners)

- 2.05** Vendor shall also furnish consumption of chemicals as kg/day; kg/month & kg/year against each type of chemical indicating the dosage in ppm against each type of chemical.
- 2.06** Vendor shall indicate round the clock monitoring & supervision charges for operation & maintenance of cooling water treatment system separately for a period of one year.
- 2.07** Vendor shall also include supply & transportation of chlorine Cylinders in their scope. BVFCL shall only provide the cylinders including loading / unloading at Namrup site. The loading / unloading of cylinders at the filling station shall be done by the party. The party shall take care of all necessary statutory requirements for procurements / movements of cylinders. (In any case under restriction if H_2SO_4 is required to maintain pH of cooling water, BVFCL will provide the same up to a maximum quantity of 200 litrs./yr but H_2SO_4 is not mandatory to use to maintain pH it should be used as and when required after consultation with BVFCL)

Round the clock supervision and maintenance means: cooling tower deck cleaning, cooling tower site cleaning, filter checking & cleaning, SSF (side stream filters) back washing and handling of chemicals along with caustic. Blow down handling is under vendor's scope in presence of BVFCL supervisors.

3.00 TECHNICAL TERMS & CONDITIONS

- 3.01** The cooling water treatment will be non-chromate based comprising of Zinc as the cathodic inhibitor and stabilized orthophosphate as the anodic inhibitor as one formulation.
- 3.02** The treatment program will operate in pH range of 7.0 to 7.5. **pH being the vital indicator for quality of cooling water, close monitoring is required and pH should not be allowed to fall below 7.0.** However, the program should tolerate a pH range of 6.5 to 8.5 and COC should be in between 4 - 6. The treatment should be so designed that it tolerates oil / organics 5 ppm, ammonia 100 – 450 ppm in circulating cooling water. Vendor to select right type of Biocides to control bacterial growth and to maintain pH of circulating water at the desired level. The following product residuals should be maintained in circulating water

Orthophosphate	8 ppm (min)
Organophosphonate	2 ppm
Zinc	1 – 2 ppm

- 3.03** A suitable scale inhibitor (i.e. dispersant), shall be included in the program to take care of chances of scaling due to operation at high pH. Vendor shall confirm that the recommended polymeric dispersant is a latest generation polymer. The dispersant should provide minimum 90% calcium phosphate inhibition at 10 ppm dose level when tested under following conditions:
- | | |
|----------------------|-----------------------|
| pH | : 8.5 |
| Orthophosphate Level | : 7 ppm |
| Calcium Hardness | : 250 ppm as $CaCO_3$ |
| Temperature | : 55 Deg Centigrade |
| Duration of test | : 24 hours |

- 3.04 Vendor is to design the treatment program in compliance with the following conditions:
- Regular use of bio-dispersant to keep the system free from bio-film formation.
 - Chlorine dosing to be done to maintain FRC level @ 0.2 ppm round the clock (24x7 based on circulation/flow rate) in all Cooling Towers and WTP-I, II & III. Doses should correspond to MIC (minimum inhibitory concentration) of the particular biocide. Biocide should be eco-friendly and biodegradable (no phenate based biocide). Often it happens that pH falls with dosing of chlorine. Vendor is to consider the phenomenon in their program.
 - Generation and use of ClO_2 is a must to reduce the consumption of Chlorine. Vendor should include dosing of chlorine dioxide on daily basis. The minimum dosage of sodium chlorite shall be 1.0 ppm based on sum of hold up volume and make up water quantity for each of the cooling towers. ClO_2 to be dosed for at least one hour daily or as situation demands.
 - Vendor should supply required ClO_2 generating equipment / dosing pumps along with chemicals.
- 3.05 **Vendor should indicate the “Active Ingredients” of all the chemicals that will be supplied for dosing. Also procedure for analysis of ingredients in cooling water is essential along with the technical bid.** In order to take care of the effects of higher pH, doses of dispersant are to be maintained on sufficiently higher side to avoid scale formation in critical synthesis gas compressor coolers where cooling water is on shell side with low velocity. In case of some critical exchangers, satellite dosing of dispersant may be required. The party should be ready with necessary arrangement and doses of dispersant / other chemicals should be selected accordingly.
- 3.06 The vendor should give contingency chemicals required during different upsets such as pH excursion, oil leak, ammonia ingress, iron dispersion, bacterial proliferation etc. **In fertilizer plant leakage of ammonia can occur any time and ammonia content may go as high as 400 – 450 ppm. Plants may have to be continued to run for some period with such high ammonia content. Treatment programme may be designed accordingly.** The detail shall be submitted as the main program. Also treatment programme should include control for Algae growth on side louvers of Cooling Towers. Vendor can suggest alternate biocide as contingency chemical for better quality control.
- 3.07 Supplier shall submit a check list as per the prescribed format as in Annexure-‘D’.
- 3.08 The treatment program / products offered should be field tested and proven in package form and not commodity chemicals. **Experience of treatment also be based on package treatment including technical services in Ammonia / Urea Plant of at least similar size. Performance Certificates from the latest user organizations are essential and to be submitted along with the bid.**
- 3.09 Vendor should try to avoid dosing of caustic soda. It is to be dosed only in extreme condition. Vendor has to mention the annual caustic requirement considering the above. Cooling Water treatment shall be such that it requires not more than **20 Te/year** of caustic soda in total for all the four Cooling Towers.
- 3.10 Make up water being a precious commodity, party should try to devise scheme for conservation with gradual increase of COC and reduction of make up water and furnish a definite target for % reduction in make up water consumption.

- 3.11 BVFCL being an ISO 14001 Company all drums/ carbuoys supplied by the vendor has to be collected back by the vendor and taken out of the works and maintains cleanliness and housekeeping of the surrounding area. The vendor shall quote / indicate discount on this account separately.
- 3.12 The offer should be realistic, under quoting or lower doses of chemicals will call for rejection. BVFCL reserves the right of increasing doses of the chemicals offered by the parties, in case the program is falling short to meet the requirement.
- 3.13 **Vendor shall provide pH, conductivity and residual chemical measurement in respective cooling water lines.**

4.00 REQUIREMENTS

- i) Vendor should have minimum 2 years of similar work experience & past performance of similar contract.
- ii) **Vendor should furnish list of present users and performance certificate from the user organizations with details of on going treatment including duration.**
- iii) Vendor should be equipped with gadgets for online monitoring equipments (i.e. corrosion rate, fouling factors, heat flux etc) capabilities for monitoring the health of the cooling water system. Gadget to study corrosion rate, fouling factor, heat flux etc. on line may be required.
- iv) Vendor should have a full-fledged R & D facility. The party should have properly trained team for troubleshooting of the problems associated with cooling water treatment.
- v) Vendor shall carry out the following:
 - a) Daily monitoring and supervision by his specialist(s) during pre-cleaning & passivation and also during normal operation.
 - b) Reporting to plant personnel & submission of daily analysis report to plant Authorities & Quality control manager every day.
 - c) Submission of monthly report on water quality and monthly consumption of chemicals with sufficient and valid reasons for excess consumption of chemicals and / or contingency chemicals used, if any.
 - d) Vendor's resident expert should be able to do trouble shooting as and when required and suggest remedial measures for any upsets in the treatment with back up in implementation of the same.

- vi) Laboratory room shall be provided by BVFCL. Vendor is to arrange all laboratory chemicals for their daily analysis / testing.
- vii) Vendor should depute at least two nos. of officials (Chemist / Supervisor) at their cost for trouble shooting and monitoring analysis to take care of the on-going cooling water treatment. The qualification & experience of the supervisors for cooling water treatment in fertilizers industries should be submitted along with the technical bid. Minimum 2 (two) years experience in fertilizer industry is a must.
- viii) One set of flow measurement, at least for 10 critical exchangers and for CW pumps' discharge headers & return header for all the cooling towers by ultrasonic flow meter should be organized by the party. This should be done first in the beginning of the treatment and to be carried out minimum twice in a year.
- ix) pH should be checked at least every 6 hours every day and the report should be given to plant authority. .
- x) **Dosing of chemicals (regular as well as contingency) shall be the total responsibility of the Vendor including Chlorination at Cooling Towers.**

4.01 **Duration of the treatment**

Validity of rates shall be for two years. Initially work order shall be issued for a period of one year. Work order may be extended at the same rate, terms & condition for a period of one more year in single stroke or installments of six months based on satisfactory performance of the Party and at sole discretion of BVFCL.

4.02 **Pre-cleaning and passivation**

In the system, pre-cleaning and passivation is supposed to be a vital aspect for ensuring a healthy system to render a smooth operation if the ongoing treatment is changed on line. Pre cleaning and passivation quantities for on line changeover of the treatment program and for start up after a prolonged shut down should be indicated in the bid. The bid will be evaluated based on chemical quantities for on line change over as well as for one pre- cleaning and passivation after shut down in an year and chemical required for layup and passivation after two short shut downs.

4.03 **REGULAR TREATMENT**

- The non-chromate based treatment shall comprise of:
- i) Corrosion inhibitor: It should be effective for mixed metallurgy as CS, SS, etc. equipment in the current system. Corrosion rate should always be below 1.5 mpy on MS passivated coupon and 3.0 mpy on MS non-passivated coupon.
 - ii) Dispersant should be able to inhibit scale formation with recommended dosages. In adverse situation it should also restrict scale formation with modified dosages.
 - iii) Bio-dispersant should be able to keep the system clean so that bio-fouling does not take place.

- iv) Chlorine dioxide generating chemicals with equipment is necessary.
- v) Biocide should keep the bio-population within limit and pH is controlled within desired level. The bio program should ensure;

TBC : Below 100,000 counts / ml.

SRB : Below 100 count / 100 ml.

Nitrifying bacteria : Below 25 count / 100 ml.

Two types of non-oxidizing biocide are to be included in the program. One biocide is to be dosed every 15 days alternatively. Minimum dose level should be indicated for each biocide. Vendor should quote biocide for minimum 24 doses in a year.

4.04 Vendor should quote the chemicals consumption in the format as given below :

Sl No.	Types of chemicals & brand name	ppm dose	Chemical consumption			Pre-cleaning Kg	Passivation Kg	Total Kg/Year
			Kg/day	Kg/month	Kg/year			
1	Corrosion inhibitors							
2	Dispersant							
3	Bio-dispersant							
4	Biocide a) b)							
5	Chlorine							
6	Chemical for ClO ₂ generation							
7	Copper corrosion inhibitor							

Note : BVFCL reserves the right to change & enhance the chemical dosages and load the offer accordingly if it is found insufficient to take care of our system requirement based on our past experience while evaluating technical offer. Vendors should note that the performance of cooling water treatment depends upon healthy doses of biocides, good dispersant to inhibit scale for water on shell side exchanger and also for low velocity areas and maintaining free chlorine in the cooling water system.

- 4.05 Re-passivation and initial fill chemical quantities after cleaning of basin for individual Cooling Tower during annual shut down once should be included and mentioned separately. Chemical required for layup and passivation after two short shut downs may also be given separately.

- 4.06 Vendor shall specify program limits with respect to the following :
- pH (preferred 7.0 – 7.5)
 - Alkalinity as CaCO₃
 - Total Hardness as CaCO₃
 - Calcium Hardness as CaCO₃
 - Magnesium Hardness as CaCO₃
 - Total phosphate
 - Orthophosphate
 - Zinc
 - Chlorides
 - TDS
 - Turbidity
 - Cycles of concentration
 - Holding time index
 - Corrosion rate
 - Dispersant (Vendor should give analytical method for determination of concentration of Dispersant)
 - Residual chlorine
 - Silica
 - Iron
- 4.07 Party is to operate and maintain the chlorinator and chlorine dosing system during the treatment period.

5.00 SCOPE OF SUPPLY

- Party should clearly mention the name of monitoring instruments which will be supplied with the package. In general, the expected instruments are :
- i) Corrosion racks (8 nos: 4 no's for CW supply header and 4 no's for CW return header), MS (non passivated and passivated) and SS coupons for checking corrosion rate for each Cooling Tower.
 - ii) Software and hardware for trend checking.
 - iii) Analytical kit for field testing (with reagents to be replenished from time to time).
 - iv) Any other instrument for simulation and diagnostic study.
 - v) ClO₂ generating equipment for ClO₂ dosing.
 - vi) Ultrasonic flow meter for C.W. flow optimization.
 - vii) The equipments and accessories (such as dosing pumps, PVC piping etc.) to meet the process specification of NIT.
 - viii) The chemicals required shall be supplied in batches, which shall be sufficient for plant requirements for a period of 3 months. New batch shall be supplied at least 15 days before the earlier stock is consumed. The party should furnish the relevant data about the batch.

5.01 PENALTY FOR LATE DELIVERY

Time shall be deemed to be the essence of contract. In case of delay in supplies, unless extension of delivery is granted in writing by BVFCL on application by the supplier, BVFCL may at their option either i) recover from the supplier as liquidated damage a sum of equal to half percent per week or part thereof the value of stores not delivered subject to maximum of 5% of the value of the order or ii) purchase elsewhere on account of and at the risk & cost of the supplier, the stores not delivered or iii) cancel the order without prejudice to the rights of BVFCL under i) & ii) above.

6.00 CHLORINE DOSING / CAUSTIC DOSING

- 6.01 Present chlorine dosing systems for Cooling Tower of Ammonia-III & Urea-III as well as for Cooling Tower of Ammonia-II & Urea-II separately are existing as spelt out. Procurement of Chlorine shall include Chlorine requirement for WTP-I, II & III plants also. Chlorine dosing to be done to maintain FRC level to 0.2ppm (Minimum) on continuous basis.
- 6.02 Party should clearly mention the quantity of chlorine requirement per year for CW treatment and for Pre-settler & Sanitation plant of WTP-I,II & III of BVFCL, Namrup. The same is to be supplied by the party. The flow rate of WTP is 2100 M3/hr and required minimum FRC is 0.2 ppm, Pre-settler is 0.2 ppm, sanitation plant 0.1 ppm to be maintained round the clock 24x7.
- 6.03 Party should clearly mention the quantity of caustic requirement per year for the treatment (maximum 20MT/ Year for 4 cooling towers).

7.00 TECHNICAL DOCUMENTS

Technical documents to be submitted with the offer.

- i) List of equipments.
- ii) List of instruments.
- iii) List of chemicals along with consumption for Pre-cleaning / passivation & continuous operation for one year.
- iv) Quantity of Chlorine for one year.
- v) **Credentials / Experience list (Performance certificate from users are must).**

8.00 DATA TO BE SUBMITTED

Following data has to be submitted by the vendor, once the offer is accepted by BVFCL.

- i) Nature of chemicals and Material Safety Data Sheet (MSDS) and procedure for safe handling and first aid requirement in case of accident.
- ii) A letter of warranty that the chemicals are not hazardous as circulated by department of environment or other statutory body that chemicals are of bio-degradable in nature.
- iii) Analytical procedure for estimation of various chemicals in the re-circulating water for the purpose of correct doses including orthophosphate by filtration and by colorimetry methods.
- iv) Party has to submit daily / monthly report giving details about dosage levels, corrosion rates, TBC, chemical consumption etc.
- v) Regular dispersant analysis method.

9.00 GUARANTEE

Supplier has to give following guarantee in writing that program recommended by the vendor shall meet the following guarantee figure:

- i) Corrosion rate should be max. 3.0 mpy on non passivated MS coupons with no pits on coupon surface and max.1.5 mpy on passivated MS coupons.
- ii) Microbiological counts: TBC below 100,000 counts / ml, SRB below 100 counts / 100 ml & Nitrifying bacteria below 25 counts / 100 ml.
- iii) The quantity of maintenance dosages should be guaranteed with the raw water quality. Any deviation in cooling water quality w.r.t. corrosion rate, bio fouling and / or deposition tendency if observed, the same shall be rectified with additional dosages and cost of extra chemicals will be borne by the vendor.

- iv) In case the vendor fails to achieve the aforesaid guarantee performance the same shall be rectified within 30 days failing which BVFCL can terminate the contract and forfeit the 10% security deposit.

However, with change in raw water quality the recommended program should work with additional chemicals / or with increment in dosages to tide over the adverse situation, so that the cooling water quality is sustained and the plant performance is not hampered (to be certified by plant officials).
- v) The cost of the chemicals shall remain fixed and firm for the period of contract from the date of issuing the first work order including extension period, if any.
- vi) The vendor shall depute their Sr. Technical Representative for regular discussion with officials of BVFCL regarding the progress of cooling water treatment on regular basis, minimum once a month. The qualification and working experience in fertilizers industry cooling water treatment of the Sr. Technical Representative & Site Engineers should be submitted with the technical bid. Site Engineer should have at least 2-3 years continuous experience in treatment of cooling water in fertilizer industry.
- vii) The offer should include the extension of Technical Services by the vendor for any problem in the treatment system and depute their technical personnel as and when required, particularly during heat exchangers inspection, cleaning and passivation of the system. Temperature profile of the exchangers to be monitored weekly and records to be submitted to concerned plant.
- viii) The treatment program should be started within 30 days of issue of LOI / W.O. with necessary instrumentations and supervisors.

10.00 PERFORMANCE LIMIT :

- i) Corrosion rate should not be higher than 3.0 mpy on MS non passivated coupons for consecutive two months.
- ii) Microbiological count (TBC) should not be higher than 100,000 count / ml. for consecutive three results each on Fortnightly basis.
- iii) Sulphate reducing bacteria (SRB) counts should not be more than 100 counts / 100 ml. for three consecutive results each on Fortnightly basis.
- iv) Nitrifying bacteria counts should not be higher than 25 counts / 100 ml. for three consecutive results.

11.00 PENALTY CLAUSE

- i) In case any four or less than four items individually exceed performance figures / limits as mentioned above, supplier will be allowed to modify their treatment program at their own cost and 20% of their security deposit will be forfeited. Initially, 15 days period will be granted for effecting corrective measures. In case, party is unable to control and correct within the given period of 15 days, treatment contract is liable to be terminated. Decision of the Head of the Unit shall be final and binding in this regard (e.g. if corrosion rate is greater than 3.0 mpy for two consecutive months then penalty will be enforced).

However, corrosion rate being a critical parameter it must not exceed value greater than 2 mpy on passivated coupon during regular treatment. Otherwise contract may be terminated within 10 days of notice and entire amount of security will be forfeited.

- ii) In case all four items individually exceed the performance figures / limits mentioned above during any period of treatment then 40% of Security deposit of party will be forfeited and maximum 30 days shall be granted for effecting corrective measures.

After exceeding limits of all four items individually and availing of 15 days for correcting chemicals / formulation etc., with proper justification if failure occurred to achieve the guaranteed figures, another 15 days time will be allowed to correct the treatment with further deduction of security deposit to the extent of 50%.

Even after that if the supplier is unable to achieve the guarantee figures the order will be terminated and security deposit forfeited.

Despite all the permissible period for changing line of treatment to establish guaranteed parameters (without any major variation in make up water quality and ingress of Ammonia, Oil etc. in C.W) plant authority and technical services will jointly make performance report and submit to Head of the Unit who may terminate the treatment contract with supplier with 10 (ten) days prior intimation to the party. Decision of Head of the Unit shall be final and binding.

However, even after termination of contract, party may have to supply chemicals at the existing rates till new party is lined up. The usual services will be rendered by the party till the new vendor is lined up.

In case of any dispute in the analysis, third party analysis will be carried out at the cost of supplier, which will be binding on both the parties. Selection of third party will be done by BVFCL only.

Plant condition may be seen and detailed C.W. system including critical exchangers study may be carried out before starting the treatment. BVFCL shall extend all possible help. BVFCL however will not be responsible at any stage for deviating in the guaranteed performance.

- iii) Under normal condition excess blow down or make up shall not be allowed and if resorted to without valid reason, cost of excess water consumed along with cost of chemicals will be recovered from the party.
- iv) Corrosion coupons shall be put in the rack and taken out only in presence of the BVFCL officials. Corrosion rate should be measured by coupons. Corrosion measurement by coupon will be done in the plant only.
- v) Party shall collect data for all heat exchangers regarding differential pressure and differential temperature during the tenure of the treatment in consultation with BVFCL officials and record shall be maintained for evaluating the efficiency of treatment.
- vi) The caustic consumption for all the four Cooling Towers should not be more than 20 MT/year. The variation in caustic consumption is allowed up to 10% of this annual consumption with normal operating conditions. In case caustic consumption is more than 10% then the party will be penalized with following factor :
(Actual consumption – consumption given in NIT) X cost of procurement of caustic per ton at BVFCL, Namrup. These criteria shall be applied while making the final payment.
- vii) In any but in very rare cases, if required H_2SO_4 to maintain the pH of cooling water BVFCL will provide on demand and on analysis report submitted by the supervisor & our central Lab verification (Maximum up to 500 Litrs).
- viii) Any damage to plant, machinery and other assets of the company caused due to improper use of chemical and or sub standard quality of chemicals shall be recoverable from the party/ contractor
- ix) **Penalty for Absent of Supervisor / chemist / site in-charge from the site of BVFCL lead to penalty of Rs 1000 to 2000 per man per day.**

12.00 TERMS OF PAYMENT :

90% of Invoice value shall be released after receipt of material at BVFCL's site and certification of quantity by BVFCL's site Engineer. Balance 5% of the Invoice value shall be released after consumption of chemicals and satisfactory monitoring of the system as certified by BVFCL Engineer. Balance 5% of the Invoice value within 3 months from the date of invoice and submission of report that the chemicals were consumed as per norms stated in the offer. In case of excess consumption, a report justifying the excess consumption shall be submitted stating the abnormal conditions in the plant, which led to excess consumption and corrective action taken. Such report shall be authenticated by representative of plant Authority.

13.00 TERMINATION OF ORDER :

If in opinion of BVFCL the performance of cooling water treatment at any time is not satisfactory then BVFCL will give one month time to the party for rectification. In spite of that the cooling water treatment if found not satisfactory then BVFCL can terminate the contract. Please refer to penalty clauses for details.

14.00 COMMERCIAL TERMS & CONDITIONS:

- i) While quoting the rate the vendor should clearly mention the details & rate of GST in their Technical bid.
- ii) The vendor should also fulfill all statutory conditions and furnish us legible photo copies of Labor license, PAN / TAN No., PF Registration No., GS Tax clearance certificate etc. as per Govt. rules.
- iii) The following procedures shall be applied for submission of quotations by vendors :
 - a) The bids online submission of **Part-I (Techno commercial bid Annexure-I, II and III)** and **Part-II (Price bid)** shall be uploaded with NIT reference on or before due date clearly mentioned at the envelopes on folders online.
 - b) The original **EMD & Tender Paper Cost** DD or Challan shall be put into the envelope duly sealed and super scribed with NIT reference no. and date must reach within the 5 days of opening of Techno commercial bid. Full name and address of the bidders also should appear on the cover of the envelopes and it is to be addressed to:

CE (Chem)
BVFCL, Namrup
P.O. : Parbatpur-786623
Dist. : Dibrugarh (Assam).

15.00 EARNEST MONEY & SECURITY DEPOSIT

- 15.01 The tenderers shall deposit the earnest money mentioned in the NIT in the form of Demand Draft drawn on SBI / UCO Bank, Namrup in favour of Brahmaputra Valley Fertilizer Corporation Limited, Namrup. The tender(s) without earnest money shall be rejected. The earnest money of the successful bidder will be retained by BVFC 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 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) shall have to be deposited by the contractor in the form of Bank Guarantee or it may be recovered by percentage deductions from the contractor's bills. No interest will be earned by the contractor against earnest money or security deposit. Earnest money of the unsuccessful bidders will be released.

If the firm is registered under NSIC or MSME, the EMD and tender paper cost are exempted only on submission of valid NSIC or MSME certificate. In this case the bidder has to submit the online techno-commercial bid and also the hard copy of sealed and signed documents of technical bids. All hard copy must reach to the office of CE (Chem) on or before opening date of technical bid.

16.0 ACCOMMODATION

Family accommodation including electricity and water at BVFCL Township will be provided for Party's Resident Specialist / Site Supervisor on chargeable basis as applicable to outsiders and as per availability of Quarters. Office accommodation for the Specialist / Site in-charge will be provided at plant premises.

17.00 ACCEPTANCE & REJECTION

BVFCL reserves the right to accept or reject any or all the offers without giving any reasons.

18.00 The charges for services, tools & tackles monitoring instruments etc. shall be incorporated in quoted rates for Chemicals only.

19.00 Work order shall be lined up based on above mentioned scope of work. For procurement of chemicals separate purchase orders shall be placed on the basis of rates indicated in work order.

.....

PACKAGE NO. - 1**1.00 (COOLING WATER TREATMENT FOR AMMONIA-III & UREA-III)**

1.01 Treatment Basis : Non-Chromate Treatment

1.02 **Make up water quality :**

Total Hardness	=	80 mg/l (max.)
Total Alkalinity	=	80 mg/l (max.)
pH	=	7.5 to 8.5
Chloride as Cl	=	7 mg/l
Sulphate as SO ₄	=	50 mg/l
Silica as SiO ₂	=	15 mg/l
TDS	=	200 mg/l
Turbidity (average)	=	10 - 15 NTU **
Iron	=	0.33 mg/l

ITEM	AMMONIA-III	UREA-III
Circulation rate, M ³ /hr	20,300	10,500
Hold up volume, M ³	4,060	1,728
ΔT ⁰ C	10	10
Evaporation rate, M ³ /hr	311	161
COC	4-6	4-6
Blow down rate, M ³ /hr	78	41
Make up rate, M ³ /hr	389	202

** During rainy season Turbidity may rise to 30-35 NTU for short duration

PACKAGE NO. - II**2.00 COOLING WATER TREATMENT FOR AMMONIA-II & UREA-II**

2.01 Treatment Basis : Non-Chromate Treatment

2.02 **Make up water quality :**

Total Hardness	=	65 mg/l (max.)
Total Alkalinity	=	65 mg/l (max.)
pH	=	7.5 to 8.0
T.D.S	=	200 mg/l
Turbidity (Average)	=	10 – 15 NTU **
Iron	=	0.33 mg/l

ITEM	AMMONIA-II	UREA-II
Circulation rate, M ³ /hr	16,800	10,000
Hold up volume, M ³	3,600	2,400
$\Delta T^{\circ}\text{C}$	10	10
Evaporation rate, M ³ /hr	257	128.5
COC	4-6	4-6
Blow down rate, M ³ /hr	64.25	32.1
Make up rate, M ³ /hr	321.25	160.6

** During rainy season Turbidity may rise to 30-35 NTU for short duration

15 of 15**Annexure-‘C’****LIST OF EQUIPMENTS AVAILABLE AT SITES TO FACILITATE DOSING**

Equipments	C.T. of AMM-II & UREA-II	C.T. of AMM-III & UREA-III
Dosing Tanks Nos.	2	2
Type / Capacity	Vertical Cylin./300L	Vertical Cylin./300L
Size	700Φ x 800 Ht.	700 Φ x 800 Ht.
MOC	MSRL	MSRL
Dosing Pumps **	4 + 2	4 + 2
Type	Electronic	Electronic
Capacity	2 LPH	2 LPH
MOC	SS	SS
Chlorinator	2 + 1	2 + 1
Type	Vacuum	Vacuum
Capacity, kg/hr	40	40

Chlorinators for Utilities

Equipments	WTP-I & II	WTP-III
Pre-settler / Clarifier	1	1
Type	Vacuum	Vacuum
Capacity, kg/hr.	10	10
Sanitary Water	1 + 1	1 + 1
Type	Vacuum	Vacuum
Capacity, kg/hr.	4	4

Chlorine Toners available

27 Nos. (Out of 27 toners 5 toners are out of service)
for procurement of new 5 toners is under process.

**** Note:** Dosing pumps have become old and may not work properly. Parties are to arrange for dosing pumps themselves for different chemicals.

Annexure-‘D’**CHECK LIST**

1.	Offered products are not commodity chemicals	Agreed / Not agreed
2.	Offered Products are proven in other similar size Ammonia Plant / Urea Plant.	Yes / No
3.	Performance Certificate of satisfactory performance of offered program in other Ammonia / Urea Plants enclosed.	Yes / No
4.	Chlorine Dioxide with proper Generating Equipment included : Offered program.	Yes / No
5.	Flow measurement study once in six months	Agreed / Not agreed
6.	Qualification & Experience of Site Engineers and Sr. Technical Representative enclosed.	Yes / No
7.	Furnishing Chemical consumption for one year operation and pre cleaning & passivation chemicals for on line change over, one start up after long shut down & lay up and passivation after two short shut downs.	Yes / No
8.	Chlorine consumption for one year operation of cooling towers and pre settlers/ clarifiers & sanitary water system of WTP-I, II & III are indicated.	Yes / No

ANNEXURE-II

Page-1 of 7

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LTD.
NAMRUP**

(A Government Of India Undertaking)
P.O.: PARBATPUR; PIN- 786623
DIST: DIBRUGARH
(ASSAM)
Website: www.bvfcl.com
FAX: 91-0374-2500317 / 2500524

GENERAL DIRECTIONS & CONDITIONS OF CONTRACT

(PRODUCTION DEPARTMENT)

NOT TRANSFERABLE

TENDER DOCUMENT FOR
NAME OF WORK: <u>SUPPLY OF CHEMICALS, DOSING, MONITORING (ROUND THE CLOCK), AND MAINTENANCE OF COOLING TOWERS WATER</u>

TENDER NOTICE NUMBER: CE(Chem) /U/F-59 / 2019 /1668 Dated 09.05.2019

COST OF TENDER PAPER: Rs. 1000/-

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP

(A Government of India Undertaking)

PRODUCTION DEPARTMENT

Website: www.bvfcl.com

FAX: 91-0374-2500317/ 2500524

SUB: Tender document for:
SUPPLY OF CHEMICALS, DOSING, MONITORING (ROUND THE CLOCK), AND MAINTENANCE OF COOLING TOWERS WATER

For : PRODUCTION DEPARTMENT
B.V.F.C. Limited, Namrup.

Issued to Sri / M/s.

Serial No. Dated

Tender No. Dated

Due on Time

Price Rs. (Rupees

.....) only.

This tender is due for submission in the office of the PRODUCTION DEPARTMENT, Brahmaputra Valley Fertilizer Corporation Limited, NAMRUP not later than 15.00 (IST), hours on 06.06.2019 and will be opened online on the same date at 15.30 hours and can be checked by the bidder online.

Chief Engineer (Chem.)

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
NAMRUP
(PRODUCTION DEPARTMENT)

From:
.....
.....

To,
The Chief Engineer (Chem)
BVFC Limited, Namrup

SUB: SUBMISSION OF TENDER

I / we hereby tender for execution for the BVFCL of the work specified in the under written memorandum within the specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, General Directions and conditions of contract and in all other respects in accordance with such conditions and Special conditions so far as applied.

MEMORANDUM

a) Name of work : SUPPLY OF CHEMICALS, DOSING, MONITORING (ROUND THE CLOCK), AND MAINTENANCE OF COOLING TOWERS WATER

b) **Earnest Money** : ` Rs. 1,90,000.00 (Rupees.....
.....
.....) only.

c) **Security Deposit** : `(Rupees
.....) only.

d) Time allowed for the work
from the date of work order : 365 days

e) Amount of liquidated damage: Max. 10% of contract value as stated in our GDCC.

f) Validity of tender : 90 days from the opening of Tender.

Should this tender be accepted, I / we hereby agree to abide by and fulfill all the terms and provision of the conditions contains in the General Directions and Conditions of Contract and the special conditions and any other documents and papers as detailed in the tender documents which have been read by me / us as far as possible, for in default thereof to forfeit and pay to Company or their successors or assignees the sum of money mentioned in the said conditions.

The sum of ` (Rupees
.....) only has been deposited with Finance Manager, Brahmaputra Valley Fertilizer Corporation Limited, Namrup as earnest money, the full value of which is absolutely forfeited to the Company or their successor or assignees without prejudice to any other rights or assignees, should I / we fail to commence the work specified in the above memorandum. The said company shall be at liberty to cancel the notice of acceptance of tender if I / we fail to deposit the security amount as aforesaid or to execute an agreement or start of work as stipulated in the tender documents.

I / we enclose herewith the evidence of my / our experience of execution of work of similar nature and magnitude carried out by me / us and also the income tax, Sales Tax clearance certificate etc.

Dated Day of 2019

Witness:

1. Name.....

Address

.....

.....

Occupation

Signature of the contractor
Before submission of Tender

Address:

.....

.....

Signature of witness to
Contractor's Signature

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED NAMRUP
(PRODUCTION DEPARTMENT)**

GENERAL INSTRUCTIONS TO TENDERER

1. Up-loaded online Signed & sealed Contract documents consisting of the complete specifications, schedule of quantities of work to be done and the set of conditions of contract to be complied with by the tenderer whose tender may be accepted.
2. Tenders which should always be placed online, with the name of the work written on the online envelope (Techno commercial envelope & Price bid envelope), will be received at the office of Chief Engineer (Chem), Brahmaputra Valley Fertilizer Corporation Limited, Namrup up to 3.00 P.M. on 06.06.2019 and will be opened online on the same day at 3.30P.M and can be checked online.
3. Earnest money in the form of Demand draft must accompany tender no. and each tender must be submitted in sealed cover superscribing the name of the work tendered for and properly addressed as mentioned in the NIT and reach within 5 days of opening of Techno Commercial bid. No tender without EMD/NSIC/MSME certificate will be considered. Cheque shall not be accepted as earnest money.
4. The contractor whose tender is accepted will be required to furnish security for the due fulfillment of his/their contract consisting of a deduction of 10% from the payment to be made on account of work done unless otherwise specified in the special conditions if there is any.
5. The tenderers shall deposit the earnest money mentioned in the NIT in the form of Demand Draft drawn on SBI/UCO Bank, Namrup in favour of Brahmaputra Valley Fertilizer Corporation Limited, Namrup. The tender(s) without earnest money/NSIC/ MSME valid certificate shall be rejected. The earnest money of the successful bidder will be retained by BVFC 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 10% of the total value of the contract (unless otherwise specified in the special conditions, if any) shall have to be deposited by the contractor in the form of Bank Guarantee or it may be recovered by percentage deductions from the contractor's bills. No interest will be earned by the contractor against security deposit. Earnest money of the unsuccessful tenderers will however, be refunded in due course.
6. The intending tenderers are to make themselves thoroughly conversant with the site conditions before submission of their tender and no claim whatsoever on this context shall be entertained.
7. Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable to rejection
8. The tender which do not fulfill any of the above conditions or incomplete in any respect are liable to be summarily rejected. If the tenderer whose tender is accepted by BVFC Ltd. fails to undertake the work as per terms of the contract, earnest money deposited by him will be forfeited in that case.
9. The acceptance of tender will rest with the General Manager, BVFC Ltd., who does not bind himself to accept the lowest tender and reserved by himself the authority to reject any or all the tenders received without the assignment of any reason.

Signature of Contractor

C.E.(Chemical), BVFCL

GUARANTEE BOND

(To be used by approved Schedule Bank)

1. In consideration of the Brahmaputra Valley Fertilizer Corporation Ltd., a Company incorporated in India having its registered Office at Namrup(Assam) and its works at Namrup (hereinafter called the BVFCL) having agreed to exempt (herein after called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated(made between.....and for (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupees.....only) we.....Bank (hereinafter referred to as "the Bank" do hereby undertake to pay the BVFCL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the BVFCL by reason of any breach by the Contractor(s) of any of the terms & conditions contained in the said Agreement.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the BVFCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BVFCL by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement of by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said Agreement

have been realized or BVFCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank further agree with the BVFCL that BVFCL shall have the liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the BVFCL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BVFCL or any indulgence by the BVFCL to the said Contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BVFCL in writing.

Dated..... Day of 2019.

For Bank.

**PRICE BID FORMAT
BVFCL NAMRUP**

NIT Ref. No. CE(Chem) /U/F-59 / 2019/1668

Dated: 09.05.2019

A. Price Schedule of Chemicals:

Sl	Chemicals	Product Name	Quantity / Yr.	Ex-Works Unit rate, (Rs./kg)	Total Ex-Works Price (Rs.)
1.	a)Corrosion Inhibitor				
	b) Copper Corrosion Inhibitor				
2.	Dispersants				
3.	Bio-Dispersant				
4.	Biocides a) b)				
5.	Chlorine				
6.	Substitute chlorination chemical (such as ClO ₂ Generating chemical)				

- a) Total Ex-works price : Rs.
b) Packing & Forwarding Charges @ (if applicable) : Rs.
c) GST @ as applicable : Rs.
d) Freight from Works to BVFCL site (if any) : Rs.
including transportation of chemicals and chlorine toners
e) Insurance (if any) : Rs.

FOR Destination Price : Rs.

B. Charges for provision of Chlorine-Dioxide generator : Rs.
inclusive of applicable taxes & duties for one year.

C. a) Supervision / Service Charges : Rs.
b) Taxes & Duties on supervision : Rs.

Total Landed cost (A + B + C) : Rs.
(Inclusive transportation charges for chlorine toners)

* All the above items are to be clearly mentioned with specific figure.

Name & Signature of the Bidder with seal

Date:

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
(A Government of India undertaking)
NAMRUP P.O. PARBATPUR, DIST: DIBRUGARH.ASSAM.PIN-786623
Phone: (0374)2500240. 257001/2 FAX- +91 0374 2500317/2500524
e-mail : bvfclnam@bsnl. in; Web: www.bvfcl.com

Annexure-III

SPECIAL TERMS & CONDITION OF NOTICE INVITING TENDER

1.00 INSTRUCTION FOR TENDERERS

- 1.01 The tenderers(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 Intending tenderers after studying all the tender documents carefully and after visiting the site for satisfying themselves of the local conditions, if any, before tendering. Submission of tender implies that the tenderers have familiarized themselves with the site and local conditions and have obtained all the clarifications required for the purpose. No claim on ground of want of knowledge in any respect will be entertained. No claim for extra charges consequent to any misunderstanding or otherwise will be allowed.
- 1.03 The tenderers have to upload all the tender documents completed in all respect and duly signed by the contractor online before the end date. As the tenderers holding NSIC/MSME certificates are exempted from tender paper cost, so they have to send the documents completed in all respect and duly signed by the contractor should be sealed in a cover super scribing the Tender No., name of work, date of opening and addressed to the concerned officer along with the name and address of contractor.
- 1.04 The above cover containing all tender documents should be dropped in the tender boxes kept in the respective office or be posted by Registered post so as to reach concerned officer well in specified time.
- 1.05 The rate of item 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.
- 1.06 Tenderer must be enrolled as P.F. member.
- 1.07 Tenderers should produce up to date Labour License and In-come tax clearance certificate of last three years issued by respective authorities.
- 1.08 The following conditions shall be considered in the evaluation of the quotations:
 - a) Deposition of Earnest Money as stated in NIT.
 - b) The Technical and Commercial Bid of only such tenderers shall be considered who has deposited the earnest money as per NIT documents.
 - c) Price bid of the tenderer meeting the eligibility criteria shall only be opened.
 - d) The contract shall be awarded on composite L-1 basis.
 - e) If any tenderer does not quote for any item(s), it may be noted that for evaluation purpose, the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by other tenderers.
 - f) In case of any variation in the quoted item rates in figures or in words, the item rate(s) written in words shall prevail and total value of contract shall be calculated accordingly.
- 1.09 The following conditions will lead to summary rejection of the tender:
 - a) Tenders that do not fulfill all or any of the condition(s) laid in the NIT or incomplete in any respect.
 - b) Tenders which contains uncalled for remarks or any alternative/ additional condition(s).
 - c) Canvassing in any form.
 - d) The tenders with slab rates for different items as per the Schedule of Rates shall not be accepted and the same shall be rejected outright.
- 1.10 The tenderer(s) shall / will not be entitled to claim any costs, charges, expenses for / or incidental trip in connection with preparation & submission and subsequent clarification of his tender even if BVFCL decides to withdraw the invitation to Tender or the tender is rejected on any account.

2.00 SPECIAL TERMS & CONDITION

2.01 The contractors have to abide by all the terms and conditions mentioned in G.D.C.C.before filling up the tender documents.

2.02 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer-in –Charge.

3.00 EARNEST MONEY & SECURITY DEPOSIT

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.The EMD may be submitted in the form of DD/ Bank Pay order drawn on SBI/ UCO Bank/ United Bank of India in favour of Brahmaputra Valley Fertilizer Corporation Limited payable at Namrup.

The 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 BVFC 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 10% 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 bills of every month. No interest will be earned by the contractor against security deposit.

4.00 QUOTATION OF RATES

The tenderers must quote their rates for all the items as shown in the attached proforma of quotation. The item rates will remain firm during the pendency of the contract and no escalation in item rates will be admissible. However, in respect of wages to be paid to the workmen, notified increase in minimum wages and statutory contribution such as PF and bonus will be born by BVFCL as detailed below:

- a) Minimum Statutory Bonus payable to the workmen as per relevant Bonus Act will be reimbursed, on actual, on payment of the same to the workmen subject to submission & necessary scrutiny/ check of relevant documents.
- b) The employers contribution towards Provident Fund will be deposited by the contractor, which will be reimbursed, on actual, subject to submission of statement to PIR department showing the details of worker's wages paid for the month/ deductions made from the wages on account of PF separately and deposition of such deductions along with equal subscription by the contractor to PF Commissioner and submission of the copy of challan along with running bills of contract.
- c) Tenderer(s) should mention in their Technical and Commercial bid about the payment of Service Tax to the Tax authorities.

5.00 CONTRACT LABOUR ACTS ETC.

5.01 The tenderers must be licensed contractor under "Contractor Labour (Regulation Abolition) Act 1970" or they should produce a certificate from Labour Department to the effect that are not covered by the Contract Labour Act.

5.02 The tenderers shall abide by all the provisions of Contract Labor (Regulation and Abolition Act' 1970) Minimum Wages Act , 1940.Factories Act , 1948, Industrial Dispute Act., 1947, Payment of wages Act.,1936, Workmen's Compensation Act, 1923 and their respective rules framed under each of the said Acts from time to time and also other Labour Acts and Rules applicable to the tenderers and that in case the tenderers fail to do so, the Corporation shall have the right to deduct from the tenderers bill , the expenses which are to be incurred in connection with any claim from any party including the labour engaged by the contractor.

5.03 The contractor has to maintain a Register of his labourers with the particulars shown in the proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) Act, 1970.

5.04 The contractor shall make the payment of wages regularly to the labourers engaged by him in presence of authorized representative appointed by BVFCL as per contract labour act ,1970 and minimum wages should be paid according to the circular/directive issued by central/state govt. from time to time.

- 6.00 COMPLETION PERIOD
- 6.01 The duration of contract shall be 12 (Twelve) months effective from the date of actual start of work, which will be intimated to the contractor well in advance to enable him to mobilize his resources.
- 6.02 **The contract period may be extended for a further period of maximum one year at the same rates, terms and conditions at the sole discretion of BVFCL authorities if the performance of the contractor is found satisfactory.**
- 7.00 The contractor shall have to make an ex-gratia payment of Rs1000/- (Rupees one Thousand only) to the dependents of labourers in the event of the labourer's death occurring while on duty. This payment will be made by BVFCL immediately and will be recovered from the bill of the contractor.
- 8.00 TOOLS AND ACCOMMODATION
- 8.01 The contractor shall make his own arrangement for providing for accommodation, tools, and tackles etc for his staff. Such facilities will not be provided by BVFCL.
- 9.00 SAFETY MEASURES
- 9.01 The contractor has to provide all necessary safety tools /equipments/accessories to his staff working at site as required under safety regulation of the factory.
- 9.02 Treatment of injuries or accidents to the contractor's labourer shall have to be arranged by the contractor at his own cost and risk. BVFCL will only provide first aid at the corporation's hospital. The contractor and his labourers must comply with all safety rules and health regulations.
- 9.03 The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.
- 10.00 MEDICAL FACILITIES
- 10.01 No medical facilities will be provided to the contractor's labourers free of cost except First Aid.
- 11.00 STANDARD MATERIAL TO BE USED
- 11.01 All the materials to be used in execution of work shall be of standard make unless otherwise specified and shall strictly comply with current appropriate Indian Standard specifications or of such specifications as required. The contractor shall produce the sample of each article and obtain prior approval of the Engineer in charge in writing.
- 12.00 FORCE MAJEURE
- 12.01 Neither the contractor nor corporation shall be considered in default in performance of their obligation hereunder if such performance is prevented or delayed because of war, hostilities, revolution, earthquake, proclamation, regulation or ordinance of any Govt., or any sub-division thereof or any act of God or any other cause beyond the reasonable control of the party affected.
- 12.02 Should one or both parties be prevented from fulfilling contractual obligation by a state of force majeure lasting continuously for a period of six months, the two parties shall mutually decide the future course of action regarding the continuance of work.
- 13.00 ARBITRATION
- 13.01 Except otherwise provided in this contract, all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties thereto, 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 the Arbitration in accordance with the ICADR Arbitration Rule, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.

The Arbitration proceedings shall be governed by the Indian ICADR Arbitration rules, 1996.

Both parties shall continue to fulfill their respective obligations under the CONTRACT during the arbitration proceedings.

The venue of arbitration shall be Namrup / New Delhi, India.

- 13.02 Subject to the aforesaid provision of the Arbitration rule or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply for arbitration proceedings under this clause.
- 13.03 The award of the arbitrator shall be final, conclusive and binding on all the parties to this contract.

14.00 LAW GOVERNING THE CONTRACT

14.01 This contract shall be governed by the Indian laws for the time being in force.

15.00 EMPLOYEES PROVIDENT FUND

15.01 The contractor must be registered with "PF" authorities and have their own PF Registration/ Account No. under the Employee Provident and Miscellaneous Provision Act 1952 and complete all the formalities under the Act and directives of PF Commissioner. Contract labour shall be eligible & required to become a member of the Provident Fund from the date of joining. The contractor's worker shall subscribe to the fund a sum equivalent to 12% of the wages including dearness allowance rounded to the nearest quarter of a rupee. The contractor shall also contribute a sum equal to the total of each such compulsory subscription every month plus allied charges like DLIS and administrative charges etc.

15.02 The contractor must submit a statement to PIR department showing the details of workers

16.00 DECLARATION OF THE TENDERER:

16.01 I/We declare that I/we have read the above instructions/special terms and conditions etc. and have understood the same well and are in agreement with the above.

Signature of the Tenderer

Self Declaration

(Non-blacklisting)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY) has not been blacklisted nor business has been banned by any Central / State Government (incl. its department/agency)/BVFCL, Namrup or was declared ineligible by the Government of India/State/UT Government/BVFCL, Namrup for corrupt and fraudulent practices as on the date of submission of the bid.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place :

Self Declaration

(Non-conviction in courts of law)

This is to certify that _____ (CONTRACTOR'S FIRM/ COMPANY- including its proprietors/partners/directors) has not, at any time during the period of five years immediately preceding the date of this declaration, been convicted by any court in India for any offence involving moral turpitude and sentenced in respect. Further, that no proceedings in respect of any criminal offence alleged to have been committed by me are pending before any court in India for fraud, dishonesty and moral turpitude. The undersigned also declares that no warrant or summons for my appearance, and no warrant for my arrest, has been issued by a court under any law for the time being in force, and that my departure from India has not been prohibited by order of any such court.

Signature

(Contractor / Authorized Signatory)

Name of Signatory:

Bidder Name:

Seal:

Date :

Place: