

TENDER DOCUMENTS FOR

Hiring of manpower (Engineer, Technician/Supervisor and mason) for carrying out repairing and replacement of damaged refractory work inside stack of Gas turbine-I of CPP.

NIT No.: 22/Mech/ CPP/Cont-732/977 DTD: 17/02/2022

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
CAPTIVE POWER PLANT
(MECHANICAL DEPARTMENT)

Ref: 22/Mech/PPP/Cont-732/

Brief Description of the Job: Repairing and replacement of damaged refractory work inside stack of Gas turbine-I of CPP. The job is to be carried out at in its position a height 22-30 meters (approximately). Diameter inside the stack is 4 meters. Thickness of refractory will be 50 mm. Inspection prior to start the job, removal of damage refractory, repairing & replacement of refractory work, drying/curing as per standard procedure will be under contract's scope.

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

Repairing of damaged refractory works of stack of Gas turbine-I of CPP as required.

- Supply of necessary manpower (Engineer, skilled technician/supervisor and mason) for carrying out the refractory jobs.
- Total inspection, supervision & execution will be under scope of the party.
- All best engineering practices & procedures to be strictly followed during execution.

2.0 Party's Obligations:

- Supply of Engineer, skilled technician/supervisor, and mason for the job.
- All the tools and tackles, heating arrangement for drying out will be supplied by the party.
- Mobilization & demobilization of manpower/tools & appliances will be under party's scope.

3.0 BVFCL Scope:

BVFCL shall provide following materials/facilities free of cost for carrying out the job as per scope:

- Helpers (unskilled category), Welder, required for execution of the job will be provided by BVFCL. One Engineer will act as coordinator for the jobs.
- All required refractory material, anchors, consumables required for execution of the work.
- Assembly/dismantling of scaffoldings as required.
- Welding of anchor as required at position specified by the party will be provided.
- BVFCL shall give prior intimation to the party for mobilization purpose.
- DM water/polished water required for refractory work shall be provided free of cost from single utility point.
- Guest house facilities for Engineers the personnel shall be arranged by BVFCL subject to availability of the same.
- Provisions of boarding, lodging & local conveyance at BVFCL scope.

4.0 TIME SCHEDULE/COMPLETION PERIOD:-

- Time shall be the essence of the contract and job within the scope of work shall be completed within 12 (Twelve) day.
- The job volume may increase or decrease as per site requirement and the payment shall be made on actual number of man-days consumed.

5.0 GENERAL TERMS & CONDITIONS:

5.1 Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Bidder has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.

5.2 The following tenders will be liable to be summarily rejected:

- Tenders submitted by Bidder(s) who resort to canvassing.
- Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
- Tenders not accompanied by the required Earnest Money Deposit.
- Tenders received late / delayed.

5.3 If the Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

5.4 The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the jobs working round the clock as per BVFCL's requirement to be decided by the Engineer-In-Charge and the Contractor should take this aspect into consideration while formulating his rates to be quoted.

5.5 **VALIDITY OF CONTRACT:** Validity of the contract shall be for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.

5.6 **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.

5.7 EARNEST MONEY DEPOSIT:

Bidder to submit Earnest Money Deposit of ₹ 11970.00 only in the form of A/C Payee Demand Draft in favour of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup payable at State Bank of India, Namrup Branch (Branch Code: 0223).

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5.7.1 EXEMPTION FROM PAYING EARNEST MONEY DEPOSIT:

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises (MSE) shall be entitled for EMD exemption subject to conditions as under (Tenderer have to submit Bid Security Declaration in-lieu-of Earnest Money Deposit, as per Annexure-IV)

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

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board(KVIB)
- Directorate of Handicrafts and Handloom
- Udyog Aadhar Memorandum.

5.7.2 TERMINATION OF CONTRACT:

If the Contractor becomes unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also terminate the contract after giving a 1(One) day's notice in writing, if, in its opinion, the work under the contract is not being executed to its satisfaction:

OR

If, at any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 1 day by the Engineer-In-Charge,

OR

If the Contractor persistently disregards the instructions of Engineer-In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing is given to him by the Engineer-In-Charge.

OR

If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority

OR

If the Contractor abandons the contract

OR

If the Contractor becomes bankrupt / insolvent.

BVFCL shall have right to get the leftover jobs done by alternative agencies at the Risk & Cost of the Contractor besides other legal remedies available to it.

6.0 TERMS OF PAYMENT:

6.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply.

6.2 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days. Payment will be released within 30 days of receipt of the rectified bill/clarification.

6.3 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.

6.4 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.

6.5 Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 2.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.

6.6 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.

6.7 LIQUIDATED DAMAGE:

In the event that the work is not completed according to the time schedule, the Contractor shall have to pay Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 5 % of the total value of the work.



7.0 ENGINEER-IN-CHARGE:

The Engineer In-Charge shall have general supervision and direction of the work. He shall have the authority to stop the work whenever such a stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, direct the application of forces to any portion of the work as, in his judgment, is required and order force increased or diminished and to decide disputes which arise in the execution of the work. The Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding.

The decision of the Engineer-In-Charge of Brahmaputra Valley Fertilizer Corporation Limited shall be final as regards all matters relating to this Tender including those for determining the category of work with reference to material of an item not mentioned in the Scope of Work.

8.0 LOSS TO PLANT DURING EXECUTION:

Any damage or loss caused to the plant, equipment etc., during execution of this contract by the Contractor's employees will be made good by the Contractor at his own cost and risk.

9.0 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. He shall be responsible for, and must rectify/make good, to the satisfaction of the BVFCL, any loss or damage, due to fire, caused to any portion of the work to be done under the agreement or to any of the BVFCL's existing property.

10.0 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.

11.0 CONCILIATION & ARBITRATION:

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

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

11.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings. The contract shall be **governed by and construed in accordance with the Laws of India** and provisions of various Labour Laws like Factories Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Maternity Act 1961, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Minimum Wages Act 1948, Employee's Provident Funds & Misc. Provisions Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 etc. and any other Law / Legislation which may be applicable from time to time (The above Acts are only illustrative and not exhaustive).

12.0 JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the Jurisdiction of the Court at Dibrugarh (Assam) only.

13.0 BVFCL is committed to a corruption free environment." All the works contract, services and commitments of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to Vigilance Office, BVFCL, Namrup, Assam. (Email: vigilance@bvfc.co.in).

Chief Engineer (Mech), AG & CPP



INFORMATION REGARDING TENDERER

A) In case of individual	
i)	Name of Business
ii)	Whether his Business is registered
iii)	Date of commencement of business
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year
B) In case of Partnership	
i)	Name of Partnership
ii)	Whether the Partnership is registered
iii)	Date of establishment of firm
iv)	If each of the partners of the firm pays Income-Tax over Rs. 10,000/- a year and if not which of them pays the same
C) In case of Limited Liability Company or Company Limited by Guarantee	
i)	Amount of paid up capital
ii)	Name of Directors
iii)	Date of Registration of Company
iv)	Copies of the last two years' Balance Sheets of the Company
D) Income Tax	
i)	Income Tax Clearance Certificate for previous years.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :



PROFORMA: 2

DETAILS OF EXPERIENCE

Bidder shall give information of similar works done as per Eligibility Criteria during the **past seven years** strictly as per proforma given below:

Sl. No	Full particulars of similar work carried out by Bidder	Value of Contract	Contract Completion time	Actual completion time	Year of completion	Name & Postal Address of Client
1)						
2)						
3)						
4)						
5)						

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----



PROFORMA: 3

PRESENT COMMITMENTS

Bidder shall furnish the details of their present commitments strictly as per this Proforma.

Sl. No.	Name of work	Name & address of Client	Contract Value	Brief description of work	Date of completion	% age completed	Expected date of completion of balance work
1.							
2.							
3.							
4.							
5.							
6.							

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----



PROFORMA NO.: 4

(PRICE BID)

Sl. No.	Description	UOM	Unit Rate(₹)
01.	One Engineer per day (normal working 08 hrs basis)	12 Day	
	Extra for extending the duty beyond 08 hrs	40 Hours	
02	One Technician per day (normal working 08 hrs basis)	12 Day	
	Extra for extending the duty beyond 08 hrs	40 Hours	
03	One Mason per day (normal working 08 hrs basis)	12 Day	
	Extra for extending the duty beyond 08 hrs	40 Hours	
04	Mobilization & De-mobilization charges for Manpower & Tools & appliances as required.	LS	
Sub-Total			
GST @ 18 %			
Total			

(Rupees.....)

.....) only

TERMS & CONDITIONS:

1. The job volume may increase or decrease as per site requirement and the payment shall be made on actual number of mandays consumed.
2. The Rates quoted should be inclusive of all Duties, Royalties, and other Statutory Levies to be payable except GST. Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
3. TDS shall be applicable as per Income Tax Rules.
4. Boarding, Lodging & local conveyance will be under BVFCL Scope.
5. The Bid shall be evaluated on the overall lowest basis only.

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:



ELIGIBILITY CRITERIA FOR THE BIDDER

- 1.0 The bidder should have experience of similar nature of work i.e. execution of refractory jobs of stack/chimney in the last seven Years in any of the following industry:
"Reputed continuous process fertilizer plants/Refineries/petrochemicals/Power plant under Central PSU/State/JV PSU and private sector".
- 2.0 The bidder shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim of doing such work directly by them on their independent capacity (work order shall be placed by the organization directly on the contractor who has participated in the tender. The job carried out by the contractor for the organization through other agency where the work order is not in the name of the contractor shall not be considered for further evaluation purpose i.e. **WO in the capacity of sub-contractor shall not be accepted**) and successfully completed during the last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following –
- ❖ One similar completed works each costing not less than Rs. 3,32,800.00
(OR)
 - ❖ Two similar completed works each costing not less than Rs. 2,08,000.00
(OR)
 - ❖ Three similar completed work each costing not less than Rs. 1,66,400.00
--ABOVE FIGURES ARE EXCLUDING TAXES--

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:



DECLARATION FORM

Ref. No: 22/Mech/ CPP/Cont-732/

Date:

To

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

Sub.: Hiring of manpower (Engineer, Technician/Supervisor, and mason) for carrying out repairing and replacement of damaged refractory work inside stack of Gas turbine-I of CPP.

Dear Sir,

I/ We have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job as per attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. BVFCL and hereby bind myself/ ourselves to complete the work schedules and progress of work.

I/We hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

In case of acceptance of the tender by Brahmaputra Valley Fertilizer Corporation Limited, Namrup, I/ we bind myself/ ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which we shall have no objection to the forfeiture of the Earnest Money lodged with BVFCL, Namrup.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder with SEAL)

Address :

Place :

Date :



DECLARATION FORM

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof		P.F. Reg. No.	
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof		PAN No.	
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof		VAT Reg. No.	
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof		G.S.T. Reg. No.	
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Contractor/ Bidder with SEAL)

Address : -----

Place :

Date :



Ref. No: 22/Mech/CPP/Cont-732

Bid Security Declaration Form

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

Ref. NIT: 22/Mech/CPP/Cont-732/977

Date: 17/02/2022

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

OR

b) having been notified of the acceptance of our Bid by the you during the period of bid validity fail or refuse to execute the contract.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

i) The receipt of your notification of the name of the successful Bidder;

OR

ii) Thirty days after the expiration of the validity of my/our Bid.

Thanking you.

Yours faithfully,

For M/s. _____

(Signature of Contractor/ Tenderer with SEAL)

Address : _____
