

TENDER DOCUMENTS

FOR

“Supply of SS tubes along with in-situ replacement of existing CS Tubes of Reflux condenser of Recovery section of A-III plant”

NIT NO: **N-III/Mech-5/Cont-1043/2780** Date: 29-05-2018

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
MECHANICAL DEPARTMENT

SCOPE OF WORK:

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

- i. **Dismantling and Handover of Exchanger / Tube Bundle:** BVFCL will hand over the tube bundle for retubing after opening & removal of covers and dished ends/after removal of Heat Exchanger from foundation(s) wherever required.
- ii. **Dismantling of Tube Bundle and Cleaning:** Dismantle Tube Bundle from Stationary Tube Sheet by removing / machining out strength welds of tube-to-tube sheet joints taking necessary cares to avoid damage to the tube sheet. Pulling out all the old tubes from the tube sheet of exchanger and cleaning of the tube holes **(without increasing the size of holes)** to remove all the burrs to get inside workable surface finish. Dismantling Baffle Plates, Spacers & Tie Rods if required as per site requirement/to meet technical suitability in the course of replacement of tubes. Activities like Welding / Tapping / Cutting of Spacers to lengths as per the drawing, etc. are included in it.

Plugs of the plugged tubes to be removed before pulling out the tubes from the sheet. May be in the range of 20%-25% of the tubes are plugged in the said coolers.

- iii. **Assembly of Tube and Tube Sheet:** Assemble Tube Bundle to Stationary Tube Sheet by inserting new tubes carefully through the tube holes in tube sheet and expand (so as to have full surface contact of tube outer surface with Inner surface of holes in tube sheet) and shall be tack welded to one tube sheet while the other end of tube shall be trimmed by machining to the dimension specified in the drawing / tolerance standards in TEMA (latest edition).Reboxing with Baffles, Spacers (to be made from given pipes / tubes of Exchanger) and Tie Rods as original in line with the drawings, if to be dismantled in the course of the job as in sl no –ii as above.
- iv. **Expanding Tubes in Tube Sheet Joints:** Expansion of all the tubes to the length at least 2.5 times the diameter of tube (refer drawing) and Expansion in Percentage 5.0 in the ID of tube, all in accordance to standards of the TEMA-R.
- v. **Welding of Tube-to-Tube Sheet Joint:** Welding of tube-to-tube sheet joint shall be **Strength Welded** in accordance with the document "Welding Procedure Specification and Procedure Qualification Record", Prior to strength welding of tube-to-tube sheet, tubes shall be expanded (by Roller Expander) as mentioned at (iii) above to avoid voids. Liquid penetrant examination shall be applied to all the tube-to-tube sheet welds. Dye material used shall be able to detect defects up to 10 Microns. Any defects in the welds shall be reground out and re-welded using the same procedure used for the original welds. The repaired welds shall be tested by liquid penetrant examination so as not to have any defects.
- vi. **Leak test and Hydrostatic Test:** Air Leak Test and Hydraulic Test shall be carried out to establish that there is no leakage in tube-to-tube sheet joints. Test pressure for soap solution test / air leak test shall be @ 4.5 kg/cm², test areas shall be made free of oil, grease, paint and other contaminants which may mask the leak. The area under test shall be acceptable when no continuous bubbling is observed. Hydrostatic Pressure Test shall be performed at 1.5 times the design pressure with industrial water (min 16 °C) and with Holding Time of 1 Hour (Min). Following the application of hydrostatic test pressure, examination shall be made at two-third the test pressure. No leakage and no permanent distortion shall be acceptable.
- vii. **Final Box up of Exchanger:** Boxing up of covers and dished ends / Reinstallation of Coolers shall be in **BVFCL's scope**. However, before this party shall ensure that all debris, dirt in the tubes shall be cleaned.

I SPECIAL TERMS & CONDITIONS:

1. CONTRACTOR'S SCOPE:

The Contractor shall have to bring all **Tools & Tackles / Consumables** required for carrying out the job as per scope and within specified time period (but not limited to the following). Contractor shall furnish detailed list in attached **Proforma No. - 4**.

- 1.1. Required **Manpower** (like **Qualified Welders**, as per ASME Section-IX, Special Fitters, Grinders, Riggers, Semi-Skilled Workers etc.) for smooth and timely completion of the job. Welders whom the Tenderer proposes to engage for the job will need to be **Qualified for the Welding Procedure** by making a **Test Joint** at BVFCL, Namrup Site as per relevant Section of ASME Section IX.

Tenderer shall also submit relevant Documents/Certificates to support Welders' Qualification as per ASME-IX, **Tenderer shall give confirmation to this & above in Technical Bid.**

- 1.2. **Seamless Tubes: Supply of SS seamless tubes in required quantities & dimensions and with MOC: ASME SA-213 TP 304, Size: 20 mm OD x 2 mm Thk x 4500 mm long.**
- 1.3. **TIG Welding Machine(s)** with all accessories like, Welding Cable, 'TIG' Torch, Tungsten Electrodes, Ceramic Nozzles, Argon Regulators, Argon Hose, Flow Meter, Purging attachments, Slip-on Couplings, Gas Cutting Set etc.
- 1.4. All **Tools & Tackles** like **Tube Expander with Tooling and Machine**, Chain Blocks, Slings, D-Shackles, Drilling Machine, Grinding Machine, Electric supply Extension Boards, Electric Cables (3-Core) etc required for smooth and timely completion of the job.
- 1.5. Any other material required for carrying out the job like, **Liquid Penetrant Examination Kit** {Developer, Penetrant and Cleaner, preferably of ITW SIGNOD, Hyderabad (Make: Magnaflux)}, Drills, Reamers, Grinding Wheels, Buffing Wheels, Wire Brushes, Emery Papers, Cotton Wastes etc.
- 1.6. **Personal Protective Safety Equipments** like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
- 1.7. **Supervision** of job shall be in Contractor's scope. However, a close liaison shall be maintained with the BVFCL's Engineer-In-Charge for day-to-day progress of the job.
- 1.8. **To & fro Local Traveling** between work site and their place of stay, **Lodging and Boarding** of their staffs and workers, **Shifting of materials including scrap** from Central Stores to Site & vice versa.
- 1.9. **Removal & Disposal of all the waste materials etc.** from work sites and hand over the same to the concerned areas as directed by Engineer In-Charge. The site shall have to be cleaned after completion of the job and no Material, used in carrying out this job, should remain at site of work. In case of non-clearance by the Contractor, BVFCL shall have right to recover the cost of the same from the Contractor.

2. BVFCL'S SCOPE:

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

- 2.1. Supply of Baffle Plates, Tie Rods with Nuts and Spacer Pipes.
- 2.2. **Welding Filler Wires** of grade AISI 309L for welding tube-to-tube sheet
- 2.3. **Argon Gas** Cylinder, **Electric Power** Connection and **Compressed Air** at one point.
- 2.4. **Test Rig (only pump)**, Test Flange & Ring to carryout Hydraulic and Pneumatic leak tests.
- 2.5. **Temporary LT Power Supply** 3 Ø, 50 Hz, 415 Volt with TPN switch.
- 2.6. **Air** at a Pressure of 6 kg/cm² (g) (max).
- 2.7. **Removal and boxing up of dished ends and covers of Heat Exchangers & Coolers/Removal & reinstallation of Heat Exchangers/Coolers from foundations wherever required**
- 2.8. Lodging for Contractor's staff and workmen, if required, **on chargeable basis**, subject to availability.
- 2.9. Store cum Office space at site.
- 2.10. Medical facilities, as available in BVFCL Hospital, **on chargeable basis**. However, First Aid facilities will be provided free of cost.
- 2.11. Water and electricity, as may be required, will be supplied free of cost.
- 2.12. Erection of scaffoldings, including supply of scaffolding materials, and their dismantling.

3. TIME SCHEDULE/COMPLETION PERIOD:

- 3.1. **Mobilization of Men and Material shall be done within 07 (seven) days of our intimation** by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible. The site mobilization shall be completed within agreed Time Period.
- 3.2. The **total completion period** for the entire work of retubing of the said reflux condenser will be **maximum 10 (ten) days** from the date of site clearance excluding mobilization period. Subject to and depending on the availability of work fronts the executing agency or agencies will be intimated adequately in advance to enable site mobilization.

4. OTHER TERMS & CONDITIONS:

- 4.1. If at any time, in the opinion of Engineer In-Charge, the Contractor has fallen behind the Schedule, the Engineer In-Charge may, without any extra cost to BVFCL, take remedial measures, as may be required, required to improve the progress such as but not limited to:
 - 4.1.1 Employing overtime operations
 - 4.1.2 Increasing the number of shifts
 - 4.1.3 Working on Sundays and holidaysThe Contractor, in such case, shall demonstrate the manner in which and as to how he proposes to adhere to the Schedule and make up for the lost time in a period to be specified by BVFCL.
- 4.2. The work will be inspected by BVFCL's Engineer-In-Charge stage wise from time to time as well as on its completion. The work will have to be completed to the entire satisfaction of the Engineer-In-Charge.
- 4.3. The stores of the Contractor can be checked by Engineer-In-Charge or his authorised representative for any such materials which are not brought inside and which shall not be considered as the property of Contractor. No tools & tackles shall be removed from the site without prior permission of Engineer-In-Charge.
- 4.4. The Contractor shall make all the necessary security arrangements for safe custody of his office & stores, at his own cost, and ensure safety of all equipments / materials.
- 4.5. During monsoon and at other time it shall be the responsibility of the Contractor, at his own cost, to keep the work site & stores free from water & ingress of moisture. No compensation for any damage due to rain, storm etc., during execution of work, shall be made by BVFCL.
- 4.6. Maintaining the records of all works and Inspection details as per the advice of BVFCL.
- 4.7. **Inspection:** The entire work covered under the contract shall be subject to Inspection as per schedule given below:
 - 4.7.1. **Prior to job commencement:** Manpower, Equipments / Machines, Tools and Tackles, Consumables, Personal Protective Equipments etc. whether all are as per scope mentioned above under "Contractor's Scope".
 - 4.7.2. **During job in progress:** As per "Scope of Work" mentioned there in
 - 4.7.3. **After completion of job:** Returning of material and cleaning of site as per scope mentioned above under "Contractor's Scope".
- 4.8. **The Tenderers are advised to understand the job thoroughly by physically visiting the site and obtain necessary clarifications, if any, before submitting their tenders.**

5. The price preference to MSE's shall not be applicable in this tender.

6. As the job is a critical nature of job, PQC relaxation for startup & MSE bidders shall not be applicable.

II GENERAL TERMS & CONDITIONS:

1. Interested Tenderer, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Tenderer has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. **No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.**
2. **The following tenders will be liable to be summarily rejected:**
 - 2.1. Tenders submitted by Tenderer(s) who resort to canvassing
 - 2.2. Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.
 - 2.3. Tenders not accompanied by the required details / Earnest Money Deposit
 - 2.4. Tenders received late / delayed
3. **If the Tenderer 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, at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.**
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. No extra claim / overtime shall be paid on this account.
5. **Validity of Contract:**
 - 5.1 The job shall be taken up during annual turn around of N – III group of plants. The contract shall remain **valid for a period of 12 (Twelve) months** reckoned from the date of its award.
6. **Escalation in Rates: The quoted rates will remain firm till the contract period** and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
7. **Earnest Money Deposit:** The Tenderer should make a deposit of **Rs. 11,950.00 (Rupees eleven thousand nine hundred fifty) only** as Earnest Money in the form of an **A/c Payee Demand Draft, drawn on State Bank of India in favour of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223). Earnest Money Deposit should accompany the tender in a separate envelope without which tender will not be opened and it will be considered as rejected.**

Bank guarantee as E.M.D in place of Demand draft shall not be entertained.

7.1 Exemption from paying tender fees and 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 and tender fees exemption subject to conditions as under:

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:

- a. National Small Industries Corporation (NSIC)
- b. District Industries Centres (DIC)
- c. Coir Board
- d. Khadi and Village Industries Commission(KVIC)
- e. Khadi and Village Industries Board(KVIB)
- f. Directorate of Handicrafts and Handloom
- g. Udyog Aadhar Memorandum.

8. **Security Deposit-Cum-Performance/Workmanship Guarantee:** For due and faithful execution and performance of the contract the contractor shall provide the Owner with financial guarantee in the form of a Bank Guarantee, issued by any Nationalized Bank, for sum equivalent to 10% of the total contract value within a period of 30 days of placement of work order. The Bank Guarantee so executed shall be valid till the expiry of defect liability period with provision of claim period of up to 6 months. **No interest shall be paid on E.M.D. and S.D.**

9. **Period of Liability:** Tenderer shall stand **guarantee for** the work done for trouble free operation for a period of **6 months from the date of completion of work.** Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall, upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. **The workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 6 (six) months of the balance period** as stated above, whichever is later.

The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because BVFCL did not raise any objection during the progress of the work. The decision of the Owner regarding treatment on bad workmanship shall be final, binding and conclusive.

Any defect noticed during various stages of inspection, while the work will be under progress as per scope, shall be rectified/made good by the Contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stages of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.

10. **Sub-Contracting:** Sub-Contracting of the work or part thereof will **not be allowed** without prior permission of the owner, i.e., BVFCL, Namrup **and this shall be a ground for termination of the contract.**

11. If the Contractor fails to fulfill his obligations under the contract BVFCL shall have the right to get the work done by the agency other than the Contractor, **at the Risk and Cost of the Contractor**, till the expiry of the period of contract.

12. **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

12.1. 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

12.2. 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

12.3. 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

12.4. If the Contractor abandons the contract

or

12.5. 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.

13. Terms of Payment:

13.1 100% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery if any. However, 100% payment is subject to fulfillment of **Security Deposit-Cum-Performance/Workmanship Guarantee as in noting at clause no 8.00 of General Terms & Conditions.**

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

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

Penalty: In the event that the work is not completed according to the time schedule, the Contractor shall have to pay **Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 10 % of the total value of the work.**

14. **Tax Deduction at Source:** Statutory deduction on account of **Income Tax / Works Tax & other Taxes on Works Contracts**, if and as admissible, shall be made from the Contractor's bills at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws in force in the state of Assam, at the time of release of payment to the Contractor.

15. **Income Tax Permanent Account Number (I-Tax PAN):** The Tenderer shall mention in his tender the new series Permanent Account Number allotted by the Income Tax Authorities.

16. **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.**

17. The Contractor may employ such employees / labourers as he may think fit. Such employees would be the employees of the Contractor for all-purposes and shall not be deemed to be in the employment of BVFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations concerning employment or service conditions of his employees that may be in force from time to time. If under any eventuality BVFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and is called upon to make payment on that account the Contractor shall reimburse BVFCL the same as also any other expenses, costs & charges incurred by BVFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. BVFCL shall be entitled to claim damages or compensation from the Contractor in that event. BVFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.

18. The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It shall be understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and that the same losses/damages are proved the Contractor shall compensate for/make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be over and above the other claims/damages to which the owner is entitled to be compensated for under the contract or the course of law.
19. **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.
20. The Contractor shall pay the wages to the workmen directly without the intervention of any Jamadars or Thekedars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages due to the workmen.
21. The Contractor shall ensure that the payment of the minimum wages to the labourers, as specified by Government from time to time, shall be made in accordance with the Minimum Wages' Act. **Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the rates quoted by the Contractor.** If, at any time, it is noticed or it comes to knowledge that the payment to the labourers employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payments.
22. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
23. In case of non compliance, by Contractor, with any of the conditions / provisions contained in E.P.F. Act, 1952 as amended from time to time, BVFCL shall reserve the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions of PF which may be released only after verification of Challans by Engineer-In-Charge against deposit of PF Contribution.
24. **Provident Fund Account Number (PF A/c. No.):** The Contractor shall mention the Account Number allotted by the Provident Fund Authorities in his Tender as per statutory requirements.
25. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.
26. The Company will not be held responsible for any injury sustained by the workers of the Contractor during execution of the above contract or any damage/compensation due to any dispute arising between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the sole responsibility of the Contractor. BVFCL under the Contract will recover, from his dues payable, any other expenditure incurred to resolve the situation arising out of negligence on the part of the Contractor.
27. The Contractor shall indemnify and keep BVFCL indemnified against all losses and claims for injuries or damages occurred to any person or property of BVFCL which may arise out of the consequences of executing the work either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
28. The Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.

29. The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
30. The Contractor engaging 10 (ten) or more workmen shall have to obtain a Labour Licence under the provisions of Contract Labour (R&A) Act, 1970 from the Labour Department, Govt. of Assam and photocopy of the same shall have to be submitted along with tender documents in Envelop No.-II or before commencement of the work.
31. **Alterations, Omissions, Additions Or Substitutions of Work:**
- 31.1 BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work, and the Contractor shall carry out the work in accordance with any instruction that may be given to him in writing duly signed by the Engineer-In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner specified above as a part of the work, shall be carried out by the Contractor on the same conditions in all respects at which he has agreed to do the main work.
- 31.2 If the rates for additional, altered or substituted work are specified in the contract for the work, the Contractor shall be bound to carry out the additional, altered or substituted work at the same rates as per specifications in the rate contract for that work.
- 31.3 In the event that the extra or substituted items of work do not fall in the above category the cost will be calculated on the basis of actual labour and consumable materials utilized for extra items. The quoted rates will be inclusive of Overheads and Profit. **The Engineer-In-Charge will assess the quantum of Labour and consumable materials used and his decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain BVFCL's prior approval for rates payable to him for such extra items.**
- 31.4 In case the Contractor fails to do the extra and / or the substituted work, BVFCL will have the **option to get the work done through another agency at the Contractor's Risk and Cost as per Clause No. 12 of General Terms & Conditions.**
32. **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.
- All the accidents, if any, occurred to Contractor's staffs will be reported to the Safety Officer promptly.** This however will not relieve the Contractor of any other statutory obligations. The Contractor shall not undertake any hot job without Safety Work Permit. **He has to maintain First Aid Box in his office. Also, necessary Safety and Protective Equipments like Helmets, Hand Gloves, Face Shields, Safety Belts etc. are to be provided to his workmen by the Contractor.** However, Special Safety Equipment, if any, needed as per requirement of the job shall be provided by BVFCL free of cost.

33. **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.
34. **Conciliation & Arbitration:**
- 34.1 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'.
- 34.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 34.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.
35. 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).
36. **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.**
37. 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@bvfcl.co.in).

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INFORMATION REGARDING TENDERER**PROFORMA NO. - 1**

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 TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

DETAILS OF EXPERIENCE**PROFORMA NO. - 2**

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

Sl. No.	Full particulars of similar work carried out by Tenderer	Value of Contract	Contracted Completion time	Actual completion time	Year of completion	Name & Postal Address of Client

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

PRESENT COMMITMENTS**PROFORMA NO. - 3**

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

Sl. No.	Name of work	Name & address of Client with the name of person under whom the work is being executed	Contract Value	Brief description of work	Contracted date of completion with the date of start of work	% age completed as on date	Expected date of completion of balance work with approx. value of such balance work

Certified that the above information is correct.

((SIGNATURE OF TENDERER WITH SEAL))

Name : -----

Dated : -----

Place : -----

**INFORMATION REGARDING EQUIPMENTS
WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK**

PROFORMA NO. – 4

Sl. No	Description	Quantity	Make	Capacity	Owner	Approx. date when it will be deployed at site	Period of attention at site

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

Ref No.: N-III/Mech-5/Cont-1043/

SCHEDULE OF WORK, QUANTITY AND RATES

(Proforma for quoting rates)

<i>Sl. No.</i>	<i>Description of work</i>	<i>Quantity</i>	<i>Rate (Rs.)</i>	<i>Amount (Rs.)</i>
1)	Supply of SS tubes, Size: 20 mm OD x 2 mm Thk x 4500 mm long, MOC of Tube: SS seamless tubes ASTM SA-213 Gr. TP 304 along with In-situ replacement of CS Tubes of Reflux condenser of Recovery section of A-III plant (Including mobilization, carrying charges)	176 nos	L/S	
Sub total				
GST @ 18%				
T O T A L				
(Rupees..... only)				

Notes:

- 1) Rates quoted should be inclusive of all taxes, duties, royalties etc and any other levies payable but shall be excluding of GST.
- 2) GST, if applicable, shall be released to tenderer on submission of copy of certificate of having valid registration with appropriate authority. GST registration number should be provided on the invoice.
- 3) The bid shall be evaluated on overall lowest cost only.
- 4) TDS shall be applicable as per income tax rules.

(SIGNATURE OF TENDERER WITH SEAL)

Name :

Dated :

Place :

ELIGIBILITY CRITERIA FOR THE BIDDER

1. The bidder should have experience of similar nature work carried out i.e supply of CS/SS tubes and retubing of heat-exchanger/ Condenser/ Coolers during the last seven Years in Fertilizer/Refinery & petrochemicals in reputed CPSU/Govt./Semi-Government/ Private sector organization:-
 - a. The bidder shall submit detail of work order(s) for execution of retubing of heat-exchanger/ Condenser/ Coolers.
 - b. The bidder should have experience of supplying seamless CS/SS tubes and shall submit details of documentary evidence for such supply.
2. 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 by them 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 –
 - a. Three similar completed works costing not less than Rs. 2,12,400.00 each (OR)
 - b. Two similar completed works costing not less than Rs. 2,65,500.00 each (OR)
 - c. One similar completed work costing not less than Rs. 4,24,800.00
3. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

DECLARATION FORM

(To be submitted in Envelop - II)

Ref No.: N-III/Mech-5/Cont-1043

Date:

To

The Chief Engineer (Mechanical), HOD
BVFCL, Namrup

Sub.: Supply of SS tubes along with in-situ replacement of existing CS Tubes of Reflux condenser of Recovery section of A-III plant.

Dear Sir,

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

I/ We further agree to abide by the conditions of contract and agree to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tender.

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

Thanking you.

Yours faithfully,

For M/s. : -----
(Signature of Contractor/ Tenderer with SEAL)

Address : -----

DECLARATION FORM
(To be submitted in Envelop - II)

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

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

Address : -----

Place :.....

Date :.....