



ब्रह्मपुत्र ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
P.O. Parbatpur, Distt. Dibrugrh, Assam, PIN-786623, FAX: 0374 2500317 e- mail: info@bvfc.co.in
CIN - U24123AS2002GOI006786, GST No- 18AABCB9399R1ZK

(यांत्रिक विभाग / MECHANICAL DEPARTMENT)

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निविदा सूचनासं/Tender Notice No.:-N-III/Mech-55/UB-III/21/Cont-206/6965 **दिनांक/Date: 31.01.2022**

Subject: Notice Inviting Tender for execution of Inspection of complete reactor liner & repairing of liner weld seams/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10th segment liner course, Urea-III Plant on turn – key basis.

ONLINE E-TENDERS are invited for the work as detailed below:

1. Name of Work : Inspection of complete reactor liner & repairing of liner weld joints/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10th segment liner course, Urea-III Plant.
2. Time of Execution/Completion :

Sl	Activity	Duration
a	Supply of required dished end petal & liner course patch plate.	03 months
b	Pre – Shutdown Activities	05 Days
c	Job Execution Duration (Mechanical Shut Down Days)	17 Days
d	Post Shut Down Activities & Site Clearance	05 Days

3. Validity of the Tender : 180 days from the Date of Opening of Tender.
4. Type of Bid : Two Stage
5. Date & Time for Pre-bid meeting: 15.02.2022 at 03:30 PM at BVFCL / through Video Conferencing
6. Due Date & Time for bid submission : 02.03.2022 at 04:00 PM
7. Date & Time for Techno-commercial bid opening : 05.03.2022 at 11:00 AM
8. The rates should be quoted for the complete Scope of Work as per Annexure I 'Schedule of Work, Quantity & Rates'
9. BVFCL, Namrup reserves the right to reject any or all Tenders without assigning any reasons whatsoever and it also does not bind itself to accept the Lowest Tender.
10. Procedure for Submission of Tender: The tender shall be ONLINE through CPP Portal (Govt. of India Portal).
11. 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
12. The terms as per **Bid Security Declaration Form (Annexure-III)** must be accepted and duly signed by the Tenderer failing which the submitted tender bid shall be liable for rejection
13. The Tenderers should submit the following information along with the Tenders:
 - 13.1 Full particulars of their capability
 - 13.2 Address of the OFFICE / WORKS
 - 13.3 The tenderers should have the experience of similar nature of work (as per details given in "Eligibility Criterion of Vendors, Evaluation criteria and Evaluation & Comparison of bids" enclosed at **Annexure-II**) in any public sector undertaking/semi public sector/reputed organizations (as under noting at **Annexure-VII** in tender document) 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 ` 1,32,16,000/-.
 - b) Two similar completed works costing not less than ` 1,65,20,000/-.
 - c) One similar completed work costing not less than ` 2,64,32,000/-.
 - 13.4 The complete Address of the Organizations for which such works were/have been executed and also to substantiate their claims by furnishing copies of their credentials/work order.

- 13.5 A declaration on the party's letter head stating that:
- a) The Tenderer / their Associates / Sister Concerns etc. have not been black listed or put on holiday by any Institutional Agency / Government Department for participating in the Tender.
 - b) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.
- 13.6 In the absence of these documents Tenders may not be considered.
14. The following information shall have to be submitted along with the Tender failing which the tender shall be liable to be rejected:
- 14.1 Permanent Account Number (PAN) from Income Tax Authorities
 - 14.2 P.F. Registration Number (PF No.) from Provident Fund Authorities
 - 14.3 Copy of GST registration certificate
 - 14.4 Declaration Forms as per Annexure-IV & V
 - 14.5 Bank solvency certificate
 - 14.6 If a Tenderer has relations, whether by blood or otherwise, with any of the employees of BVFCL, the Tenderer must disclose the relations in the form of a Declaration attached at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.
- If yes, give the following details duly filled in the Declaration Form-II (Annexure-V):
- a. Name & Designation of the Employee
 - b. Place of Posting
 - c. Relationship with the Employee
15. The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained during execution of the work, at a later stage, merely on the plea of ignorance about difficulties involved.
16. Prospective bidders may contact the undersigned for any technical clarification/further information at least 10 days prior to due date of submission of tenders.
17. The bidders may ask/seek further information on bidding condition & process if any.
18. Information shall be provided to the bidders about the reasons for rejection of any bid if asked.
19. Incomplete Tenders or Tenders not accompanied with the required details / Bid Security Declaration or Tenders received late / delayed Tenders would be liable to be rejected without any further reference whatsoever. BVFCL reserves the right to reject any or all the Tenders without assigning any reason thereof and also does not bind itself to accept the lowest Tender.
20. Tenderer shall confirm in their quotation the acceptance of all terms and conditions of NIT including Special Terms, General Terms & Conditions and Scope of Work failing which the offer will be likely to be rejected.
21. E- reverse auction may be conducted. Bidders to confirm for participation in e- reverse auction.
22. **Exemption for MSEs.**
- i) MSEs registered with NSIC will be exempt from paying Security Deposit up to the monetary limit mentioned in the certificate.
 - ii) No relaxation with respect to prior experience/eligibility criteria will be applicable.
23. Tender documents are also available in BVFCL's website www.bvfcl.com and Govt. of India's website www.eprocure.gov.in. Interested parties may download the tender documents from these websites.
24. **INTEGRITY PACT**
- Bidders will sign the Integrity Pact (as per enclosed format in **Annexure-IX**) which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: www.bvfcl.com.

The name & e-mail address of IEM are as under:

Sri Abhay Kumar Khanna, E-mail ID: abhaykhanna43@yahoo.com

Kindly upload duly signed & stamped copy of Integrity pact along with techno-commercial bid & other documents.

25. For obtaining detailed online tender documents and for participation in online tender, parties are requested to visit online procurement portal <https://etenders.gov.in>. **For any Technical Assistance for submission of tender bid, bidding parties may contact helpline phone no. 0120-4001002/4001005/6277787 of CPP Portal**
26. In case of any information of the NIT, the following may please be contacted.
Shri Arijit Nandi
Plant Engineer (Mech), Urea-III
BVFCL, Namrup, District-Dibrugarh, Assam
M: 9435158791 / 8638683143
Email: anandi@bvfc.com
27. **Bidders must sign & stamp all pages of their submitted bid and supporting documents.**

For and on behalf of
Brahmaputra Valley Fertilizer Corporation Ltd.

(P.K. Banik)
DGM(Maint.)
Mobile:9101169801
e-mail: pkbanik@bvfc.com

TENDER DOCUMENTS

FOR

Inspection of complete reactor liner & repairing of liner weld joints/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10th segment liner course, Urea-III Plant on turn – key basis.

NIT No.: N-III/Mech-55/UB-III/21/Cont-206/6965

DATED: 31.01.2022

BVFCL, NAMRUP



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
MECHANICAL DEPARTMENT**

This technical drawing illustrates the design of a mechanical assembly, possibly a pump or engine component. The drawing includes several views:

- Top View (Main):** A large cross-sectional view showing the internal components, including a central shaft, various valves, and seals. It is labeled with numerous callouts (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814,

Fig. 2 : Drawing of Urea Reactor Bottom Dished End

DESIGN DATA	
Fluid Handled	UREA CARBAMATE SOLUTION
Working Pressure $\text{kg/cm}^2\text{G}$	= 224
Design Pressure $\text{kg/cm}^2\text{G}$	= 240
Hyd. Test Pressure $\text{kg/cm}^2\text{G}$	= 303.6 at Ambient approx 20°C
Working Temperature °C	= 135 Min. Permissible Temp. = Ambient (approx 20°C)
Design Temperature °C	= 200
Joint Efficiency	= One
Radiography	= see note 10
P.W. Heat Treatment	= see note 13, also note 19
Code ASME Sec. VIII Div. 2-1977 Edition upto & Including summer 1979 Addenda	
Insulation	= 65mm Thk. HOT
S.S Lining	= 12 mm Thk.
Inspection By	=
Capacity (NOMINAL)	= 60 M ³
Weight (incl. suppl. stool wt. = 16900 kg)	= ~ 160,000
Test Weight (DO)	= ~ 222,000
Consignment	= ODC
Site fabrication/Erection	
ENGINEERING STANDARDS	
ES: 3303, ES: 3310, ES: 6008	
Nameplate PDS: PV-003	
NOTES	

Fig. 3: Reactor Design Data

CLAUSE – II: SCOPE OF WORK

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

Part-A: Supply of material:

- 1) Supply of required material for double lining of bottom dished end & shell course liner patch of the reactor as per details given below:-

Sl.	Item Description	MOC	Thickness	Length	Width	Qty.
1.	Dished end petals.	SA-240M Type 310 MoLN	6 mm	1000 mm	800 mm	8
2.	Dished End Crown		6 mm	1000 mm	1000 mm	1
3.	Shell Course Liner Patch		5 mm	4000 mm	1000 mm	1

- 2) Fabrication/forming of the supplied material to required dimensions will be in scope of the party.
- 3) Relevant MTC/Test Certificates for the supplied material will be furnished by the party along with supply. The bidder shall mention the type of test certificates proposed to be submitted along with supply.

Part-B : Execution & Service

- 1) Removal of sieve trays & distributor assembly.
- 2) Required Scaffolding inside urea reactor.
- 3) Dehumidification & ventilation arrangements.

- 4) 100% inspection of reactor liner and liner weld seams by visual and required NDT methods. Bidders to indicate type of Non Destructive tests proposed to be carried out for reactor liner/liner weld seams.
- 5) Repairing of liner weld seams based on findings of inspection.
- 6) Double lining on the bottom dished end.
- 7) Extension of the bottom dished end weep holes to the double lining.
- 8) Set up & welding of 10th shell course liner patch plate.
- 9) Extension of the corresponding weep hole to the patch plate.
- 10) Any other related job not mentioned herein but considered/found essential for successful completion of work.
- 11) Helium/Ammonia Leak Test for repaired weld seams/double lining seams.
- 12) Box up of sieve trays & distributor assembly.
- 13) Assistance for hydro test.

CLAUSE-III: CONTRACTOR'S SCOPE

- 1) All jobs involved as detailed in the Scope of Work as in Clause No-II above.
- 2) Mobilization/ de mobilization of required manpower for execution of work.
- 3) Required weld consumables (Urea grade filler wire).
- 4) Required tools & tackles for execution of the job.
- 5) Mobilization of resources & qualified personnel for execution of Non-destructive testing.
- 6) All the arrangements for Helium/Ammonia Leak Test & execution.
- 7) To adhere to the safety rules formulated by BVFCL and strictly follow all safety permit guidelines.
- 8) Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
- 9) All personnel of the contractor shall move in the plant premises with proper identity and safety helmets.
- 10) 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.
- 11) To maintain all the records for men, materials and execution of job as required by law as well as Owner/Consultant.
- 12) All the statutory requirements like labour license, PF, insurance etc.
- 13) Site Clearance.

CLAUSE-IV: BVFCL'S SCOPE

- 1) BVFCL shall provide the following for carrying out the job as per scope:
- 2) Opening of urea reactor top cover.
- 3) Required blinding & de-blinding of connecting pipelines.
- 4) Appropriate power points.
- 5) Distributor support plates as free issue material.
- 6) Lifting & Hydra crane facility as required.
- 7) Store cum Office space at site.
- 8) Lodging for Contractor's team (if required) on chargeable basis subject to availability.
- 9) Medical facilities, as available in BVFCL Hospital, on chargeable basis subject to availability.
- 10) Gate passes for the working team.

CLAUSE-V: TIME SCHEDULE

- 1) The tentative date of commencement of work would be April 2022. Mobilization of Men and Material shall be done within 7 (Seven) days of our intimation by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible and the Tenderer shall mention the Minimum Time Period, required for site mobilization in the Tender.
- 2) Time schedule for the activities will be as:

<u>Sl.</u>	<u>Activity</u>	<u>Duration</u>
1.	Supply of required dished end petal & liner course patch plate.	03 months
2.	Pre – Shutdown Activities	05 Days
3.	Job Execution Duration (Mechanical Shut Down Days)	17 Days
4.	Post Shut Down Activities & Site Clearance	05 Days

CLAUSE-VI: SPECIAL TERMS & CONDITIONS

- 1) A pre bid meeting will be held with the prospective bidders at least 20 days prior to due date of submission of tenders.
- 2) **Inspection:** The entire work covered under contract shall be inspected by BVFCL's
- 3) Engineer In-Charge 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) **Submission of Documents:** The successful tenderer shall submit the following documents:
 - a) Guarantee Certificate against any repair defect for a period of 6 months from the date of commissioning after completion of work.
 - b) Material Test Certificate against the supplied items.

CLAUSE-VII: GENERAL TERMS & CONDITIONS

- 1) Interested Tenderer after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering. Submitting of tender implies that the Tenderer has obtained all the clarifications required. No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
- 2) **Bidder to acquaint himself fully:** The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services / work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
- 3) The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
- 4) **The following tenders will be liable to summary rejection:**
 - a) Tenders submitted by Tenderer who resort to canvassing.
 - b) Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete in any respect.
 - c) Tenders not accompanying the required details / Tender Cost / Bid Security Declaration etc.
 - d) Tenders received late / delayed.
 - e) Tenders, who contain uncalled for remarks or any alternative additional conditions.
- 5) If the tenderer has relations whether by blood or otherwise with any of the employees of the BVFCL, the tenderer must disclose the relation 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.
- 6) Escalation in Rates: The rates quoted will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
- 7) **Validity of Contract:**

The contract shall remain **valid for a period of twelve months** reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract. Normally, a notice of 30 days would be given for starting the job but the tenderer should be able to mobilize as quickly as possible, if the necessity so arises.
- 8) **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 commissioning after 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.

9) **Performance guarantee/ Security Deposit (SD):**

The successful tenderer shall execute performance guarantee against quality of material/workmanship at the rate of 3% of the contract value in the form of a Bank guarantee from a scheduled nationalized bank in favour of M/s. Brahmaputra Valley Fertilizer Corporation Limited, Namrup, P.O. Parbatpur, Dist: Dibrugarh (Assam), PIN-786623. The Bank Guarantee so executed shall be valid till the expiry of defect liability period as per Clause No-VII, Point No-8. No interest shall be paid on S.D. In case Performance Guarantee / Security Deposit for 3% of contract value are not executed the same shall be deducted from the bills and retained till the expiry of the guarantee period.

10) **Terms of Payment:**

- a) 30% of value of work order will be released against dispatch of formed plates from the works of the party against submission of Bank Guarantee of equivalent amount.
- b) 20% of the Work Order value will be released against Mobilization at site.
- c) 50% of the Work Order value will be released on successful completion of work at site subject to fulfillment of Security Deposit-Cum-Performance/Workmanship Guarantee as in noting at Clause No-VII, Point No-9.
- d) The payment shall be released within 30 days of date of submission of invoice as certified by Engineer- In – Charge.
- e) 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.
- f) 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.
- g) GST at the applicable rate shall be paid party on production of certificate of having valid registration with the appropriate tax authority.
- h) Income tax & other statutory deductions as applicable shall be deducted from the bill.
- i) Payment will be made through RTGS/NEFT. The party shall provide relevant bank details.

11) **Liquidated Damages:**

In the event of work is not completed according to the time schedule, you shall have to pay Liquidated Damages 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.

- 12) Tax Deduction at Source: Statutory deduction on account of Income Tax / Works Tax & other Taxes on Works Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws / Commercial Tax Laws of Assam. at the time of release of payment to the Tenderer.
- 13) 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 the contract.
- 14) The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.

15) **Workmen Compensation / Insurance**

- a) The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
 - b) The BVFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. BVFCL under the Contract will recover any other expenditure, incurred by BVFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
- 16) The Contractor shall indemnify and keep indemnified the BVFCL against all losses and claims for injuries or damages to any person or property of BVFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 17) The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of labourers have been fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.

18) **Safety Regulations:**

The contractor shall observe and abide by all fire and Safety regulations of the 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, he will do familiarize him with such regulations, copies of which will be furnished to him by BVFCL, when requested. He shall be responsible for and must make good to the satisfaction of the BVFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the BVFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation. 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 equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by BVFCL free of cost. For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be "Absolute liability".

19) **Conciliation & Arbitration:**

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'.

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

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

- 20) **Jurisdiction:** For any disputes regarding this contract, the exclusive Jurisdiction shall lie in courts situated at Dibrugarh (Assam) only.
- 21) **Agreement:** The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent / Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup, on a non-judicial stamp paper of ` 100/- within 10 (Ten) days of date of receipt of LOI / Work Order or before start of job whichever is earlier. The cost of stamp paper shall be borne by

the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizers Corporation Limited.

- 22) 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. (Tel No: 0374 2507092/ 0374 2507167)

For and on behalf of
Brahmaputra Valley Fertilizer Corporation Ltd.

(P.K. Banik)
DGM(Maint.)

SCHEDULE OF WORK, QUANTITY & RATES

Sr. No.	Description	Rate (`)	Amount (`) (In Figures & Words)
1	Inspection of complete reactor liner & repairing of liner weld joints/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10 th segment liner course, Urea-III Plant on turn – key basis.	Lump sum	
2	GST@%		
Total amount			

(Rupees)

Notes:

1. TDS shall be applicable as per Income Tax Rules.

(SIGNATURE OF TENDERER)

Name _____

Date _____

Place _____

1) **Eligibility Criterion for Vendors**

- Tenderer should have experience of similar work means experience in execution of inspection, repair and double lining of urea reactor liner in the last Seven Years. Tenderer shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim.
- The bidders having experience/credential of urea reactor design & manufacturing capabilities/experience will be given additional weightage.
- The job shall be carried out on single point responsibility basis. As such the bidders are required to quote for complete scope of work including provision of appropriate tools, tackles & machines for execution of work in totality. Bidding for part jobs is not allowed.
- Average annual financial turnover of Tenderer's firm during the last three years ending 31st March of the previous financial year should be of value not less than ₹ 106 lakhs. Tenderer shall furnish necessary documents in this regard.

2) **Evaluation Criteria (Technical Bid)**

Sl.	Criteria	Point
1.	Experience of urea reactor liner repair jobs.	> 02 - 10 Point < 02 - 00 Point
2.	Experience of urea reactor inspection jobs including inspection of liner attachment weld seams by UT method.	> 02 - 10 Point > 04 - 20 Points < 02 - 00 Point
3.	Experience of double lining of urea reactor liner.	> 02 - 10 Point > 04 - 20 Points > 05 - 30 Points < 02 - 00 Point
4.	Manufacturing experience of urea reactor.	< 05 - 10 Point > 05 - 20 Points > 10 - 40 Points

3) **Evaluation & Comparison of Bids:**

70% weightage shall be given for technical score and 30% weightage shall be given for financial score. Technical Bid shall be assigned a Technical Score (Ts) out of a maximum of 100 points, as per the scoring model provided above.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis.

Such normalized scores would be considered for the purpose of QCBS (Quality & Cost Based Selection) process, explained in section below:

<u>Final Evaluation Criteria - QCBS (Quality & Cost Based Selection)</u>
The individual bidder's commercial score are normalized as per the formula below:
$Fn = \frac{Fmin \times 100}{Fb}$
Where,
Fn = Normalized commercial score for the bidder under consideration rounded off to 2 decimal places.
Fb = Absolute financial quote for the bidder under consideration
Fmin = Minimum absolute financial quote
<i>Composite Score (Cs) = (Ts x 0.70) + (Fn x 0.30)</i>

The Bidder with the highest Composite Score would be awarded the contract. In case of tie, the Bidder with highest Technical Score will be awarded the contract.

BID SECURITY DECLARATION

I, -----Son /Daughter of Shri -----
-----Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
-----am competent to sign this declaration and accepting “BID SECURITY
DECLARATION” In lieu of Bid Security.

I/ we am/are well aware of the fact that withdrawing or modifying our bids during the period of validity etc,
would lead to suspension of our tender for the time specified in the tender documents as per the office
memorandum dated 12.11.2020 of Rule 170 of General Financial Rules (GFRs) 2017.

I have carefully read and understood all the terms and conditions of the tender and hereby convey my
acceptance of the same.

Yours faithfully,

For M/s. _____

(Signature of Contractor/ Tenderer with SEAL)

Address : -----

Date : -----

DECLARATION FORM-I

Quotation No.: _____

Date: ____/____/____

To,
The DGM (Maint.)
M/s. Brahmaputra Valley Fertilizers Limited, Namrup
Parbatpur-786623, District- Dibrugarh, Assam.

Subject: Notice Inviting Tender for Inspection of complete reactor liner & repairing of liner weld joints/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10th segment liner course, Urea-III Plant on turn – key basis.

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 of Inspection of complete reactor liner & repairing of liner weld joints/others based on inspection findings, double lining on reactor bottom dished end liner petals & crown & 10th segment liner course, Urea-III Plant on turn – key basis at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. Brahmaputra Valley Fertilizer Corporation Limited and 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 the Brahmaputra Valley Fertilizer Corporation Limited, I / We bind myself /ourselves to execute the contract as per the conditions mentioned in the tender document, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with the Brahmaputra Valley Fertilizers Limited, Namrup.

Yours faithfully,

For M/s. _____

(Signature of Contractor/ Tenderer with SEAL)

Address : _____

Date : _____

DECLARATION FORM-II

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sr. No.	DESCRIPTION	YES / NO (If Yes, give the following details)		
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 reserves the right to reject the Tender or rescind the Contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee
2	P.F. Registration No of the Contractor to be intimated along with Documentary proof thereof.	<u>P.F. Registration Number</u>		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof.	<u>PAN No</u>		
4	Service Tax Registration No. with Documentary Proof. Accounting Code No. & S.T.Code No.			
5	ESI Registration No. Along with documentary proof thereof	<u>ESI Reg. No.</u>		
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/ Tenderer with SEAL)

Name : -----

Address : -----

Date : -----

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 Contractor/ Tenderer with SEAL)

Name : -----

Address : -----

Date : -----

अनुलग्नक / ANNEXURE-VII

निविदा सूचनासं/Tender Notice No.:-N-III/Mech-55/UB-III/21/Cont-206/6965

दिनांक/Date: 31.01.2022

DETAIL OF EXPERIENCE

Tenderer shall give information of similar works done during the past five years strictly as per Performa given below:

Sr. 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 Contractor/ Tenderer with SEAL)

Name : -----

Address : -----

Date : -----

PRESENT COMMITMENTS

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

Sr. 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	% 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 Contractor/ Tenderer with SEAL)

Name : -----

Address : -----

Date : -----

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and BVFCL.)
Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as “The Bidder/ Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman & Managing Director, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be

valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.

Section 11 : Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____ Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

