TENDER DOCUMENTS

FOR

Repairing of cladding areas of the conical portion of $\mathbf{1}^{st}$ distiller (10HE-1B) of Urea-II plant

NIT No.: Mech/U-II/18/Cont-228/3642, DT. 05.09.2018

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED MECHANICAL DEPARTMENT

1.00 **Description of Equipment:-**.

1st Distiller 10HE-1B.

Fluid Handled: Carbamate Solution Working Temp.: 130°C-140°C

Drawing no. N-II/ Mech/1785 enclosed

2.00 **SCOPE OF WORK:**

Scope of work shall include, but shall not be limited to following for completion of the job:-

- 2.01 Opening of manhole cover of HE-1B by loosening 24 Nos. studs of size M 40.
- 2.02 Disconnection of safety valve, drain line and other associated lines to facilitate the repairing job.
- 2.03 Removal and safe positioning of solution holder (10SR-10B) from position by loosening 40 Nos. studs of size M 20.
- 2.04 Removal of insulation, if required.
- 2.05 Proper cleaning of liner and Holder for non-destructive checking.
- 2.06 Grinding on the complete SS cladded layer round of the conical portion.
- 2.07 Making a cladding layer of 2RE69 on the complete cladded areas of the conical portion with TIG welding.
- 2.08 Grinding on the welded cladding areas and manpower assistance for taking NDT testing on the welded cladding layers.
- 2.09 After getting clearance from Executing Department, all dismantled lines, solution holder, etc. to be fitted back in position with replacement of New gaskets.
- 2.10 Arrangement of all tools & tackles, lifting, hoisting & grounding arrangement like hoist, chain pulley blocks, grinding m/c, welding m/c., welding cables, consumables, etc. required for the entire scope of work shall be arranged by the party at their own cost.
- 2.11 Proper scaffolding, whenever required for safe execution of the work shall be provided by the party at their own cost.
- 2.12 Re-fixing of insulation. Site to be cleaned after completion of the job.
- 2.13 All standard engineering practices and safety procedures shall be followed till completion of the job.
- 2.14 Any other activities, not included above but required for successful completion of the jobs, shall be in party's scope.
- 2.15 The above scope of work shall be carried out strictly as per guidance and directions of Engg.-In- Charge, BVFCL.

3.00 **BVFCL's Obligations:**-

- 3.01 Water, Air & Electricity required shall be supplied by BVFCL as free of cost.
- 3.02 Structural material (i.e. urea grade S.S. plate) shall be provided by BVFCL as free of cost.

4.00 TIME SCHEDULE/COMPLETION PERIOD:

4.01 The subject job shall be completed within 15 (Fifteen) days after getting site clearance and safety work permit.

5.00 **GENERAL TERMS & CONDITIONS:**

- 5.01 **Validity of Contract:** The contract shall remain valid for a period of 12 (Twelve) months reckoned from the date of its award.
- 5.02 **Escalation in Rates:** The rates quoted will remain firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
- 5.03 **Performance guarantee/ Security Deposit (SD):** The successful tenderer shall execute performance guarantee against quality of workmanship at the rate of 10% 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 with provision of claim period of up to 6 months. No interest shall be paid on S.D. In case Workmanship Guarantee / Security Deposit for 10% of contract value is not executed the same shall be deducted from your bills and retained till the expiry of the guarantee period.

- Period of Liability: Tenderer shall stand guarantee for the work done for trouble free operation for a period of 6(six) months from the day 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.
- 6.05 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.

7.00 **Terms of Payment:**

- 7.01 90% of the value of completed job will be released on successful completion of the work duly certified by BVFCL engineer.
- 7.02 Balance 10% shall be retained as Security Deposit unless a Bank Guarantee from a schedule bank is executed in lieu of that for the equivalent sum. SD will be released after expiry of workmanship guarantee of 6 (Six) months to be valid from the date of completion of jobs..
- 7.03 Payment will be made through RTGS/NEFT. The party shall provide their bank account details.
- 7.04 All statutory payment/ deduction shall be made as per rule of BVFCL.
- 7.05 **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 5 % of the total value of the work.
- 7.06 **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.
- 8.00 Force Majeure: The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, 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.

9.00 **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.

- 10.00 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).
- 11.00 **Jurisdiction:** Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the Jurisdiction of the Court at Dibrugarh (Assam) only.

12.00 AGREEMENT:

All the terms & conditions mentioned herein shall form the part of contract and be incorporated in the Agreement form which shall furnish non-judicial stamp paper of the State of Assam denomination or `10/- (`Ten) only along with 7 (Seven) sheets of water mark papers and executed the Agreement in prescribed Performa within 7 (seven) days from the date of receipt of the work order.

13.00 BVFCL is committed to a corruption free work environment. "All the above purchases, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of the responsible citizen to inform the matter to the Vigilance Officer, BVFCL, Namrup, P.O. Parbatpur, Dist. Dibrugarh, Assam, PIN 786 623 (Tel no. 0374-2507092/0374 2507167)

(M. P. Sinha) Chief Engineer (M), UG

PROFORMA NO. - 1

INFORMATION REGARDING TENDERER

A) In	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 Co	ompany 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) In	come Tax				
i)	Income Tax Clearance Certificate for previous years.				

(SIGNATURE OF TENDERER WITH SEAL)

Name):
Date	:
Place	:

PROFORMA NO. - 2

DETAILS OF EXPERIENCE

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	Contract ed Completi on time	Actual completio n time	Year of completio	Name & Postal Address of Client

NOTE:-

- i) Similar job means repair/ fabrication of high pressure equipment/ heat exchanger fitted with liner handling urea/ carbamate solution/ vapour involving TIG welding of urea grade stainless steel (Sandvik 2RE69).
- ii) The credential should be of a Government / Semi Government / other reputed organizations.
- iii) Copy of relevant Work Orders & Job Completion Certificates to be submitted along with bid.

Certified that the above information is correct.

Name	:	
Date	:	
Place	:	

(SIGNATURE OF TENDERER WITH SEAL)

PROFORMA NO. - 3

PRESENT COMMITMENTS

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 complet ed as on date	Expected date of completio n of balance work with approx. value of such balance work

Certified that the above information is correct.

Name	:	
Date	:	
Place	:	

((SIGNATURE OF TENDERER WITH SEAL)

Date: 05.09.2018

Ref. NIT no. Mech/U-II/18/Cont-228/3642

SCHEDULE OF WORK & PROFORMA FOR QUOTING RATE

Name of job: Repairing of cladding areas of the conical portion of 1st distiller (10HE-1B) of Urea-II plant.

SI. no.	Description of work	Quantity	Rate (`)	Amount
1.	Lowering of Holder from position, opening of manhole cover, ferrules, gratings, connecting pipelines, NDT inspection of Holder liner & weld joints and subsequent box up	L.S.	L.S.	
2	Making of cladding layer of 02 mm thickness on the entire conical portions with TIG welding a) Surface preparation by grinding on the cladding areas of the complete conical portions	580 Inch dia		
	b) TIG Welding on the entire conical portion of the distiller following standard engineering practices with Sandvik 2RE69 Filler wire	580 Inch dia		
3	Cost of scaffolding and hire charges of tools-tackles, Chain pulley blocks, lifting tools-tackles, grinding m/c, welding m/c, welding cables etc.	L.S.	L.S.	
	Sub Total			
	GST @ 18%			
	Total			

Name:
Date:
Dlaga

(SIGNATURE OF TENDERER WITH SEAL)

DECLARATION FORM

Ref. N	o.:	Date:
То	The Chief Engineer (Mech), UG BVFCL, Namrup	
Sub.:	Repairing of cladding areas of the conic	al portion of 1 st distiller (10HE-1B) of Urea-II plant.
Dear S	Sir,	
hereto accord BVFC I/ We time ir Invitin In case myself	and agree to abide by such conditions. I/W ance with the specifications, standards at L and hereby bind myself/ ourselves to confurther agree to abide by the conditions of accordance with specifications of material g Tender. The of acceptance of the tender by Brahmapur ourselves to execute the contract as per the	have read the conditions of tender attached of eoffer to do the job as per attached Schedule of Rates and in and instructions in writing of the Engineer-in-charge of M/s. Applete the work schedules and progress of work. To contract and agree to carry out all work within the specified als and workmanship and instructions referred to in the Notice tra Valley Fertilizer Corporation Limited, Namrup, I/ we bind the conditions mentioned in the tender documents, failing which Earnest Money lodged with BVFCL, Namrup.
Thank	ing you.	Yours faithfully,
	For M/s.: -	
		(Signature of Contractor/ Tenderer with SEAL)
	Address: -	

DECLARATION FORM

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.		YES/NO. (If Yes, give the following details)				
	DESCRIPTION	Name and Designation of the Employee	Place of posting	Relation with the Employee		
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			P.F. Reg. No.		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof			PAN No.		
4	GST Registration No. of the Contrac Documentary Proof thereof	GST Reg. No.				

