

TENDER DOCUMENTS FOR

Supply of Engineer, Technician and mason for carrying
out Refractory jobs in Ammonia –III plant at BVFCL, Namrup

NIT No.: N-III/Mech-5/Cont-1084/2363 DTD: 27.11.2018

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
AMMONIA-III
MECHANICAL DEPARTMENT

A. SCOPE OF WORK:

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

1. Repairing and replacement of damaged refractory bricks inside Cell-A and Cell-B of Primary Reformer.
2. Replacement of damaged Z block insulation and refractory inside Primary Reformer duct and furnace.
3. Checking and Repairing Manhole door and furnace of Aux. Boiler, if required.
4. Checking and necessary repairing of refractory of waste heat recovery unit, flue gas duct of primary reformer, fire Super-heater and start up heater.
5. Checking and necessary repairing of Transfer header, Secondary reformer and RG boiler.

B. SPECIAL TERMS & CONDITIONS:

1) PARTY'S OBLIGATIONS:

1. Supply of Engineer, Technician and mason for the subject jobs.
2. Carrying out refractory lining jobs and repairing of damaged refractory as per requirement under expert supervision.
3. Supervision of curing of refractory.
4. Inspection of refractory after curing.
5. All best engineering practices & procedures and safety gadgets to be strictly followed during execution of the job.

2) BVFCL SCOPE:

1. Supply of all castable materials [Insulite, Tabcast], anchor & studs etc. to complete the work as per scope of work.
2. Provision of Hydra crane, Fork lifter, Trailer as required.
3. Manpower supply for rigging/helping assistance.
4. Guest house facilities for Engineers the personnel shall be arranged by BVFCL subject to availability of the same.
5. DM water/polished water required for refractory work shall be provided free of cost from single utility point.

3) TIME SCHEDULE/COMPLETION PERIOD:

1. The job shall be carried out during Annual Turnaround of N-III group of plants tentatively in April-May: 2019. Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 07 (seven) days excluding journey period.
2. Party shall submit a work-time schedule for entire scope of work and shall submit daily progress report for close monitoring of the progress made.

4) MOBILIZATION PERIOD:

Mobilization of manpower shall be done within 72 hours 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.

5) VALIDITY OF CONTRACT:

The contract shall remain valid for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.

C. GENERAL TERMS & CONDITIONS:

1. Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. The Contractor should acquaint himself with the site conditions prevailing at the place of work. Submission of tender implies that the Bidder has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.
2. The following tenders will be liable to be summarily rejected:
 - 2.1 Tenders submitted by Bidder(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 Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.
4. The execution of the work may entail working in all the site and weather conditions and no extra rate will be considered on this account. The Contractor may have to carry out the jobs working round the clock as per BVFCL's requirement to be decided by the Engineer-In-Charge and the Contractor should take this aspect into consideration while formulating his rates to be quoted.
5. **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
6. **EARNEST MONEY DEPOSIT:** The Bidder should make a deposit of ` **6850.00** (Rupees Six thousand eight hundred and fifty) only as Earnest Money in the form of an A/c Payee Demand Draft, drawn on State Bank of India in favor of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223).
Bank guarantee as E.M.D in place of Demand draft shall not be entertained.

6.1 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 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:

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

7. **SECURITY DEPOSIT-CUM /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 workmanship guarantee period of (06) six months. **No interest shall be paid on E.M.D. and S.D.**
8. 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.
9. **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

 - 10.1 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

 - 9.1. 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

 - 9.2. 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

 - 9.3. If the Contractor abandons the contract

or

 - 9.4. 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.

10. **TERMS OF PAYMENT:**

- 10.1 100% of value of the W.O. 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- /Workmanship Guarantee as in noting at clause no 7.00 of General Terms & Conditions.** In case the party does not submit Security Deposit-Cum-Performance/Workmanship Guarantee as stated above, 90% value of the completed work will be released. The balance 10% shall be retained as Security Deposit which will be released after successful completion of the guarantee period of (06) Six months.
- 10.2 Payment shall be made against actual number of mandays consumed.
- 10.3 Statutory taxes shall be applicable as per rule.

10.4 **LIQUIDATED DAMAGE:**

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

11. **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.

12. **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.

13. **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.
14. **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.

15. **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.

16. **CONCILIATION & ARBITRATION:**

- 16.1 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'.
- 16.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 16.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

17. **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.

18. **AGREEMENT:**

The NIT & Tender Documents, Work Order, Other Documents exchanged between the Tenderer and BVFCL 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 costing Rs. 50.00 only within 30 (Thirty) days of the date of receipt/ acceptance of the Work Order/LOI or before commencement of work 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 Fertilizer Corporation Limited, Namrup.

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

(KK Dihider)
Chief Engineer (Mech), AG, CPP & CMW

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INFORMATION REGARDING TENDERER

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

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Ref: N-III/MECH-5/Cont-1084/

PROFORMA: 2

DETAILS OF EXPERIENCE

Bidder 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 Bidder	Value of Contract	Contract Completion time	Actual completion time	Year of completion	Name & Postal Address of Client

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Ref: N-III/MECH-5/Cont-1084/

PROFORMA: 3

PRESENT COMMITMENTS

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

Sl. No.	Name of work	Name & address of Client	Contract Value	Brief description of work	Date of completion	% age completed	Expected date of completion of balance work

Certified that the above information is correct.

((SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :

Ref: N-III/MECH-5/Cont-1084/

SCHEDULE OF WORK, QUANTITY & RATE(S)

Sl. No.	Description	No. of days/hrs	Rate(₹)	Amount (₹)
01.	One Engineer per day (normal working 08 hrs basis)	08 days		
	Extra for extending the duty beyond 08 hrs	24 hrs		
02	One Technician per day (normal working 08 hrs basis)	08 days		
	Extra for extending the duty beyond 08 hrs	24 hrs		
03	One Mason per day (normal working 08 hrs basis)	08 days		
	Extra for extending the duty beyond 08 hrs	24 hrs		
Sub-Total				
GST @ 18 %				
Total				

(Rupees.....)
.....) only

TERMS & CONDITIONS:

1. To & fro air (Economy) for engineer and Rail (AC-III/AC-II) fare for technician and mason will be reimbursed at actual subject to production of documentary evidence.
2. To & fro conveyance facility from Dibrugarh Airport to BVFCL guest house shall be provided free of cost.
3. Lodging & fooding facility for your manpower at BVFCL guest house shall be provided free of cost.
4. Local conveyance from BVFCL guest house to site and back shall be provided.
5. **The quoted rates shall be valid for all days of the week including Sundays and holidays if any. No overtime shall be paid for normal working hours on Sundays & holidays (i.e job done on these days will be treated as normal working day)**
6. **For each shift, first 08 hours shall be considered as normal working hours and beyond that shall be considered as overtime. For Day shift, 8:30 AM to 6:00 PM (including 1.5 hours lunch time) shall be normal working hours.**
7. The daily per diem charges for your personnel will be calculated from the date of commencement of journey till the date of his return to headquarters. The per diem rates applicable against journey period will be limited to 02 days (to and fro period) for each personnel as per the certified time sheet by our Engineer-in-charge.
8. The bid shall be evaluated on overall lowest rate.

Signature :

Name and address :

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.....

Date :

Place :

Annexure-I

ELIGIBILITY CRITERIA FOR THE BIDDER

1. The bidder should have experience of similar nature work carried out i.e execution of refractory jobs similar to the scope of work during the last (07) seven Years in Fertilizer/Refinery & petrochemicals in reputed CPSU/Govt./Semi-Government/ Private sector organization.
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 directly 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 each costing not less than Rs. 1,09,522.00 (OR)
 - b) Two similar completed works each costing not less than Rs. 1,36,902.50 (OR)
 - c) One similar completed work costing not less than Rs. 2,19,044.00
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. Bidder to furnish documentary evidence in this regard.

DECLARATION FORM

Ref. No: N-III/MECH-5/Cont-1084/

Date:

To

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

Sub.: 'Supply of Engineer, technician and mason for carrying out Refractory jobs in Ammonia –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 hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

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

Thanking you.

Yours faithfully,

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

Address : -----

DECLARATION FORM

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

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

(Signature of Contractor/ Bidder with SEAL)

Address : -----

Place :

Date :