

**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN – 786 623

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CIN: U24123AS2002GOI006786

Ref No: N-III/Mech-5/Cont-1114/3661

Date: 06/03/2019

**Sub: Notice Inviting Tender for 'Replacement of existing tube bundle of the re-circulator cooler HE-5 of SGC of Amm-III Plant with new one by way of cutting and welding with the channel portions of the existing heat exchanger'.**

**ONLINE TENDERS in two bid system** are invited for the work as detailed below:

1.	Name of Work	Replacement of existing tube bundle of the re-circulator cooler HE-5 of SGC of Amm-III Plant with new one by way of cutting and welding with the channel portions of the existing heat exchanger.
2.	Estimated amount	<b>₹ 9,42,000.00 inclusive of GST</b>
3.	Earnest Money Deposit	Bidder to submit Earnest Money Deposit of ₹ 21,195.00 only in the form of A/C Payee Demand Draft in favour of Brahmputra Valley Fertilizer Corporation Ltd., Namrup payable at State Bank of India, Namrup Branch (Branch Code: 0223). The bidder is required to upload scanned copy of Demand Draft during bidding process. <b>Refer Clause 7.1 of General terms and Conditions in tender document for criteria for exemption of EMD.</b> <b>Tenders received without EMD are liable to be rejected.</b>
4.	Validity of the Tender	<b>180 days</b> from the Date of Opening of Tender.
5.	Completion time	12 days from the date of commencement of work at BVFCL, Namrup site.
6.	Last Date & Time for Uploading of Tenders	22/03/2019 3.00 PM
7.	Date & Time for Opening of Tenders	22/03/2019 3.30 PM
8.	Type of Bid	<b>Two Stage Bid (1. Techno commercial bid &amp; 2. Price Bid)</b>
9.	All requests for interpretations / clarifications in connection with the Tender Documents shall be addressed in writing to the undersigned at least 7 (Seven) days prior to the closing date of the Tender or in person during office hours on any working day.	
10.	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.	
11.	The EMD (in original), Hard copies of document must reach the office of the Chief Engineer (Mech.), AG, CPP& CMW, BVFCL Namrup within 10 Days of due date of online opening of the Bids.	
12.	<p style="text-align: center;"><b><u>ONLINE TENDERING PROCEDURE:</u></b></p> <p><b>Service Provider: M/s Nextenders (India) Pvt. Ltd.</b> <b>E-Tendering Website: <a href="http://bvfc.etenders.in/">http://bvfc.etenders.in/</a></b></p> <p>The tendering shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by BVFCL will be outright rejected. NIT &amp; Tender documents can be downloaded from our website <a href="http://www.bvfc.com">www.bvfc.com</a> or website of CPPP <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>.</p> <p>Online Bids are to be submitted in <b>TWO BID SYSTEM</b> in electronic form only through e-tendering website <a href="http://bvfc.etenders.in/">http://bvfc.etenders.in/</a>.</p> <p>The bidders should have a <b>valid digital signature certificate</b> issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective bidder.</p> <p>Kindly refer <b>User manual/System Requirements/Digital Certificate Guide</b> available on e-tendering website for detailed procedure for bid submission or Bidders can take help of M/s Nextenders (India) Pvt. Ltd. Helpdesk Center (Contact No: 020-25315555) for registration and bid submission procedures.</p> <p><b>Support Timings:</b> Monday to Friday (9 AM to 8 PM) Saturday (9 AM to 6 PM) <b>Contact Person:</b> Mr. Nabajyoti Talukdar: +919864271879, Mr. Arup Das: +919864164500</p>	



**BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:**

**1. TECHNO-COMMERCIAL BID : i.e. Un-priced Bid should be submitted as follows:**

SL NO	DESCRIPTION	INSTRUCTIONS
1)	GENERAL INFORMATION FORM	To be filled online only
2)	TECHNO- COMMERCIAL BID FORM	To be filled online only
3)	INFORMATION REGARDING TENDERER: PROFORMA-1	1.To be filled online only.
4)	DETAILS OF EXPERIENCE: PROFORMA-2	2. Hard copy of same (available in the tender documents) duly signed and stamped to be sent along with tender documents.
5)	PRESENT COMMITMENTS: PROFORMA-3	
6)	EMD in the form of demand draft: For Non-MSE bidders.	Scan copy to be uploaded online and EMD in form of DD to be sent to the address at Cl No:23 of NIT.
7)	Signed & Stamped copies of NIT and Tender.	1. Bidder to print the pages, duly sign and stamp, scan and upload the same during bidding online.
8)	Work orders along with job completion certificate as per eligibility criteria(Annexure-I).	2. Printed Hard copies of same duly signed and stamped to be sent along with the bid at the following address:
9)	Audited Profit and loss account and balance sheet of last 3 (three) consecutive years.	Shri K K Dihider Chief Engineer(M),AG, CPP& CMW Brahmaputra Valley Fertilizer Corporation Ltd., Namrup P. O. - Parbatpur - 786623 Dist-Dibrugarh(Assam) E-mail: kkdihider@bvfc1.co.in
10)	Commercial requirements as per Clause: 14 & Clause: 15 of this NIT.	

**2. PRICED BID:**

The **rates** should be quoted on **Lump sum basis** for the complete Scope of Work online only strictly as per Price bid form **Proforma No.-4: (Schedule of Work, Quantity & Rates)**.

**NOTE:**

**Bidder should quote prices in online Price bid form only, indicating of rates anywhere else (scanned documents/hard copies) shall be liable for rejection.**

**OPENING OF TENDER:**

13.

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. The Price Bids of the techno-commercially suitable parties shall be opened subsequently on a later date which shall be intimated to the Bidders through online Service Provider: M/s Nextenders (India) Pvt. Ltd.

14.

The Bidder should submit the following information along with the Tenders:

- 1.1 Full particulars of their capability to be filled in BUSINESS DETAILS: PROFORMA-1
- 1.2 Address of the OFFICE / WORKS to be filled in GENERAL INFORMATION FORM
- 1.3 The bidder should have the experience of similar nature of work (as per details given in "Eligibility Criteria" enclosed at Annexure-I) 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:
  - 1.3.1 Three similar completed works each costing not less than Rs. 3,76,800.00 (OR)
  - 1.3.2 Two similar completed works each costing not less than Rs. 4,71,000.00 (OR)
  - 1.3.3 One similar completed work each costing not less than Rs. 7,53,600.00
- 1.4 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.
- 1.5 An Affidavit on Non-Judicial Stamp Paper for Rs. 50/- duly attested by Notary stating that:
  - 1.5.1 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.
  - 1.5.2 No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting Tenders for the work.

**In the absence of these documents Tenders may not be considered.**



15. Scanned copies of the following information to be uploaded failing which the tender shall be liable to be rejected:
- Permanent Account Number (PAN) from Income Tax Authorities.
  - P.F. Registration Number (PF No.) from Provident Fund Authorities.
  - Copy of GST registration certificate.
  - Declaration Forms as per Annexure-II & III.
  - Audited Profit and loss account and balance sheet of last 3 (three) consecutive years.
  - 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**:

- Name & Designation of the Employee
  - Place of Posting
  - Relationship with the Employee
16. 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.
17. The Tenderer may visit the site, acquaint himself fully about the conditions of the site (At bidder's own cost) before quoting and no claim, whatsoever, will be entertained during execution of the work, at a later stage, merely on the plea of excess scope of work.
18. The bidder may ask/seek further information on bidding condition & process if any.
19. Information shall be provided to the bidder about the reasons for rejection of any bid if asked.
20. Tenders not accompanied with the required EMD would be liable to be rejected without any further reference whatsoever.
21. 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. **Bidder shall also upload signed & stamped copies of NIT and Tender documents as a token of acceptance.**
22. Tender documents are also available in BVFCL's website [www.bvfcl.com](http://www.bvfcl.com) and CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested parties may download the tender documents from these websites. Any changes in NIT/extension in due date/other corrigendum will appear in web site [www.bvfcl.com](http://www.bvfcl.com), [www.eprocure.gov.in](http://www.eprocure.gov.in) and <http://bvfc1.etenders.in/> in future.
23. The EMD shall be addressed to:

Shri K K Dihider  
Chief Engineer (Mechanical), AG, CPP & CMW  
Brahmaputra Valley Fertilizer Corporation Ltd., Namrup  
P. O. – Parbatpur – 786623  
Dist-Dibrugarh(Assam)  
E-mail: [kkdihider@bvfc1.co.in](mailto:kkdihider@bvfc1.co.in)

Yours faithfully,  
For and on behalf of Brahmaputra Valley Fertilizer Corporation Ltd.

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

**Enclosures:**

- Tender documents along with Declaration forms



# **TENDER DOCUMENTS FOR**

**'Replacement of existing tube bundle of the re-circulator cooler HE-5 of  
SGC of Amm-III Plant with new one by way of cutting and welding with  
the channel portions of the existing heat exchanger'**

**NIT No.: N-III/Mech-5/Cont-1114/3661 DTD- 06/03/2019**

**BVFCL, NAMRUP**



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
AMMONIA-III  
MECHANICAL DEPARTMENT**

## **I. NAME & SCOPE OF WORK :**

### **A. NAME OF WORK:**

Replacement of existing tube bundle of the re-circulator cooler HE-5 of SGC of Amm-III plant with new one by way of cutting and welding with the channel portions of the existing heat exchanger.

### **BREIF DESCRIPTION OF THE HEAT EXCHANGER:**

**Name: Syn gas compressor re-circulator cooler HE-5:**

Channel Outside Diameter	= 1050 mm
Channel Thickness	= 125 mm
Shell Outside Diameter	= 674 mm
Length of the tube bundle with shell	= 5327 mm
Weight of the tube bundle	= 5600 Kg (Approx.)
MOC of Channel	= SA 105

### **B. SCOPE OF WORK:**

If specifically not mentioned herein after or not mentioned anywhere else, the scope of work shall include but not limited to the following.

1. To open the gas inlet and outlet line flanges of the cooler (16 nos bolts, nut size-65 mm) and removal of connecting pipe lines.
2. To open the head ends cover bolts (18 nos, nut size 130 mm) and removal the cover weighing about 0.5 Te to be placed on floor.
3. To remove the parting plate inside the channel.
4. To open the main water inlet and outlet line after removing the associated pipe lines from the flanges.
5. To blank both the water inlet and outlet flanges.
6. To open the vent line and drain line flanges and removal of other the pipe lines wherever required.
7. Proper arrangement of base fitment of channel of re-circulator cooler (HE-5) of Syn. Gas Compressor.
8. Cutting the channel portion of thickness 125 mm, outside diameter 1050 mm, inside diameter 800mm.
9. Fabrication of necessary rail and fixture for shifting out the cut off old tube bundle along with tube sheet and the shell from the location and shifting in the new one to the location.
10. Removal of old tube bundle along with tube sheet and the shell and shifting of the same at a suitable place.
11. Grinding of cut face of the channel as per drawing (double V orientation) of the channel portion.
12. Positioning of new tube bundle along with tube sheet and shell.
13. Fitting of the existing channel and new tube bundle along with tube sheet and shell for welding.
14. Preheating of the joining faces.
15. TIG welding of the root run of the joining faces between existing channel and new tube sheet.
16. Complete welding as per drawing with SMAW welding technique following standard engineering practice.
17. 100% Radiography of root run, Ultrasonic test of complete weld and DP test to be done following standard engineering practice.
18. PWHT of the welding joint following standard engineering practice.
19. Fabrication of partition mounting plate as per existing one and welding the same into position.
20. Boxing up of the partition plates with appropriate gaskets.
21. Boxing up of all the detached flanges including head end cover.
22. To normalize the total system after thorough cleaning of all the nuts and bolts, cutting of gaskets and getting clearance from Engg-in-charge.
23. All the tools & tackles, cutting & welding appliances and accessories shall be adequately supplied by the executing agency (However hydra may be provided as per requirement during execution of the job).
24. All best engineering practices & procedures and safety gadgets to be strictly followed while working.
25. Cutting/ removal of the base fitment rail and fixture etc.
26. Cleaning of site debris after completion of the job.

## **II. SPECIAL TERMS & CONDITIONS:**

### **A. CONTRACTOR'S SCOPE:**

1. Successful execution of all jobs involved as detailed in the scope of work as in Clause-I (B) above.
2. Arrangement and deployment of total workforce including supervisory staff and engineers. Required Manpower like Qualified Welders, Special Fitters, Grinder, Riggers, and Semi Skilled Workers etc. for smooth and timely completion of the job. Welders to whom the Tenderer proposes to deploy for the job will need to be qualified for the Welding Procedure by making a Mock Test piece at BVFCL Namrup Site. Mock Test piece shall be supplied by BVFCL.
3. All necessary tools & tackles, special fixtures, slings, D-shackles, rope, masali, Consumables, required for carrying out the job as per scope and within specified time periods which will include necessary tools, etc.
4. Welding Electrodes & filler rods suitable for welding SA 105 material and oxy-acetylene gas for the execution of the job has to be supplied by the party.
5. Gas Cutting Set consisting of Cutting Torch, Nozzles, Hoses & Regulators for Oxygen & DA, Lighter, Cylinder Key etc.
6. Welding generators, Grinding machines, TIG torches, other welding accessories like helmets, goggles, holders, welding cable, current regulators, tungsten rods, grinding & cutting wheels, Argon regulators, Argon cylinders, PVC Argon tube, Argon Flow Meter, Cylinder Key, Slip-on Couplings etc. & other arrangement for argon purging during welding, SS & MS wire brushes, Acetone for cleaning, Central and portable electric ovens for electrode's baking & heating etc.

7. The Contractor shall have adequate number of NDT equipments and all equipments must be calibrated and in good condition.
8. To return the dismantled / excess / scrap material to BVFCL's stores as per the instructions of the engineer in-charge. The site shall be left clean after the completion of the job.
9. All activities related to crane positioning and boom extension (if required).
10. The contractor shall understand that he will be working in a major shutdown of the plant and shall work accordingly. The scope of work is only a guide line of major operations and the contractor shall carry out such minor jobs not detailed herein which may be needed for execution of the job.
11. To adhere to the safety rules formulated by BVFCL and strictly follow all safety permit guidelines.
12. Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
13. All personnel of the contractor shall move in the plant premises with proper identity and safety helmets.
14. Any Measuring instruments like inside calliper, Bore Gauge, Vernier calliper, Measuring Tape etc. for inspection.
15. 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.
16. To arrange Police verification of their manpower for making Gate passes to enter BVFCL, Namrup factory premises, which is mandatory.
17. To make all the necessary security arrangements, at his own cost, for his office & stores, to ensure safety of all equipment / material.
18. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.
19. Shifting of material including scrap from Central Stores to Site & vice versa.
20. To maintain all the records for men, materials and execution of job as required by law as well as Owner/Consultant.
21. **Removal & Disposal of all the waste material etc.** from work sites and hand over the same to the concerned as directed by Engineer In-Charge. The area shall have to be cleaned after completion of the job and no Material, used in carrying out this job, should remain in the area.

**B. BVFCL'S SCOPE:**

1. Providing gaskets, insulating materials and studs & nuts.
2. Temporary LT Power Supply 3 phase, 50 Hz, 415 Volt with TPN switch, Flood Lights, Hand Lamps, Extension Boards etc. (However requirement to be given by contractor along with their quotation).
3. Compressed Air at a Pressure of 6 kg /cm<sup>2</sup> (g) (max.) at one point & water supply at one point.
4. CRANE/HYDRA as per requirement during execution of the job.
5. Store cum Office space at site.
6. Dark room for development of Radiography films of weld joints.
7. Lodging for Contractor's staff and workmen, if required, on chargeable basis, subject to availability.
8. Medical facilities, as available in BVFCL Hospital, on chargeable basis subject to availability.

**C. MOBILIZATION/COMPLETION PERIOD**

- a) The tentative month of commencement of work will be **April 2019**. Mobilization of Manpower and Tools & Tackles etc. 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.
- b) The maximum allowable completion period will be 12 days from the date of commencement of work at BVFCL, Namrup site. Work shall be done on round-the-clock basis including on intervening Sundays, holidays etc. The successful bidder shall make all efforts to complete the job within shortest time.
- c) All the jobs as per Scope of Work shall be completed within the agreed Time Period.
- d) During monsoon and at other time, it shall be the responsibility of the Contractor to keep the work site & stores free from water & ingress of moisture at his own cost to avoid interruption of work. No compensation for any damage due to rain, storm etc., during execution of work, shall be made by BVFCL.

**D. INSPECTION:**

The entire work covered under contract shall be inspected by BVFCL's Engineer In-Charge from time to time as well as on its completion subject to Inspection as below. The work will have to be completed to the entire satisfaction of the Engineer In-Charge.

1. **Prior to job starting:** Manpower, Equipment / Machines, Tools and Tackles, Consumables, Personal Protective Equipment etc., all are as per scope mentioned above at "Contractors Scope".
2. **During job in progress:** As per "Scope of Work"
3. **After completion of job:** Returning of material and cleaning of site as per scope mentioned above at "Contractors Scope".

**E. SUBMISSION OF DOCUMENTS:**

- a. The successful bidder shall submit the Guarantee Certificate against any repair defect for a period of 06 months from the date of commissioning or 12 months from the date of completion of work **(in duplicate)** after completion of work.
- b. Reports of DP test, radiography, ultrasonic test, pre-heating & stress relieving, as per scope of work.
- c. Radiography Films.





### **III. 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. 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. VALIDITY OF CONTRACT:**

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

6. **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
7. **EARNEST MONEY DEPOSIT:** The Bidder should make a deposit of Rs. 21,195.00 (Rupees Twenty One thousand One hundred ninety five) 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.

#### **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 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.

8. **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.**

9. 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.

#### **10. 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**

- 10.1. 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**



- 10.2. 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
- 10.3. If the Contractor abandons the contract  
or
- 10.4. 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.

#### **11. TERMS OF PAYMENT:**

- 11.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply. **However, 100% payment is subject to fulfillment of Security Deposit-Cum- /Workmanship Guarantee as in noting at clause no 8.00 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.
- 11.2 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days.  
Payment will be released within 30 days of receipt of the rectified bill/clarification.
- 11.3 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.
- 11.4 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 11.5 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.

**12. 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.

**13. 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.**

**14. SUB-CONTRACTING:** Sub-Contracting of the entire work or any portion thereof will not be allowed without the prior written approval of BVFCL.

#### **15. PERIOD OF LIABILITY:**

Tenderer shall stand **guarantee for** the work done for trouble free operation for a period of 12 **months from the date of completion of work/ 6 months from the date of commissioning.** 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.

**16. 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.





**17. 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.

**18. 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.

**19. CONCILIATION & ARBITRATION:**

19.1 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'.

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

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

**20. 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.

**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 Rs 100.00 before start of job. 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. (Email: [vigilance@bvfc.co.in](mailto:vigilance@bvfc.co.in) ).**

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

**(SPECIMEN COPY-TO BE FILLED ONLINE)**

Ref: N-III/MECH-5/Cont-1114/

**PROFORMA-I**

**INFORMATION REGARDING TENDERER**

<b>A) In case of individual</b>		
i)	Name of Business	FILL ONLINE
ii)	Whether his Business is registered	FILL ONLINE
iii)	Date of commencement of business	FILL ONLINE
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year	FILL ONLINE
<b>B) In case of Partnership</b>		
i)	Name of Partnership	FILL ONLINE
ii)	Whether the Partnership is registered	FILL ONLINE
iii)	Date of establishment of firm	FILL ONLINE
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	FILL ONLINE
<b>C) In case of Limited Liability Company or Company Limited by Guarantee</b>		
i)	Amount of paid up capital	FILL ONLINE
ii)	Name of Directors	FILL ONLINE
iii)	Date of Registration of Company	FILL ONLINE
iv)	Copies of the last two years' Balance Sheets of the Company	FILL ONLINE
<b>D) Income Tax</b>		
i)	Income Tax Clearance Certificate for previous years.	FILL ONLINE

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----  
Dated : -----  
Place : -----



(SPECIMEN COPY-TO BE FILLED ONLINE)

Ref: N-III/MECH-5/Cont-1114/

PROFORMA: 2

**DETAILS OF EXPERIENCE**

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

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

Certified that the above information filled online is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----

**(SPECIMEN COPY-TO BE FILLED ONLINE)**

Ref: N-III/MECH-5/Cont-1114/

**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
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE
	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE	FILL ONLINE

Certified that the above information filled online is correct.

((SIGNATURE OF BIDDER WITH SEAL)

Name : .....

Dated : .....

Place : .....



**(SPECIMEN COPY-TO BE FILLED ONLINE ONLY)**

**PROFORMA NO.: 4**  
**(PRICE BID)**

Ref: N-III/MECH-5/Cont-1114/

**SCHEDULE OF WORK, QUANTITY & RATE(S)**

Sr. No.	Description	Quantity	Rate	Amount (Rs) (In Figures)
1.0	Replacement of existing tube bundle of the re-circulator cooler HE-5 of SGC of Amm-III Plant with new one by way of cutting and welding with the channel portions of the existing heat exchanger as per Scope of work.	1(One) lot	L/S	FILL ONLINE
2.0	GST @ 18%			FILL ONLINE
3.0	Total			FILL ONLINE

**NOTES:**

1. **The Rates quoted online should be inclusive of all Taxes, Duties, Royalties, P&F charges and other Statutory Levies to be payable except GST.** Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
2. **The quoted rates should include mobilization and de mobilization charges of personnel, travelling charges, lodging and fooding charges & local conveyance, cost of consumables, NDT charges etc.**
3. **TDS** shall be applicable as per Income Tax Rules.
4. **The Bid will be evaluated on the overall lowest cost only.**

Signature of the Bidder: \_\_\_\_\_ Date \_\_\_\_\_

Party's name: \_\_\_\_\_

Address & SEAL:

**ELIGIBILITY CRITERIA FOR THE BIDDER**

1. Tenderer should have experience of similar work i.e experience of execution of mechanical jobs involving activities like Erection, Fabrication, welding, Testing & commissioning of High Pressure Heat Exchanger or Vessel of Alloy Steel and pressure above 180 kg/cm<sup>2</sup> in the last 7 (Seven) Years in any of the following industry:  
"Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and Reputed private sector".
2. The Welder to be engaged by the contractor should have valid IBR certificate. Bidder shall furnish documentary evidence for the same.
3. 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. 3,76,800.00 (OR)
  - b. Two similar completed works each costing not less than Rs. 4,71,000.00 (OR)
  - c. One similar completed work each costing not less than Rs. 7,53,600.00
4. The bidder should have experience and capability in various NDT examinations like DPT, Radiography, and Ultrasonic Testing for Weld Joints of their own or through the agency having expertise in the respective job. Tenderer should also have NDT Engineers / Specialists qualified by the competent authority i.e. at least ASNT / ISNT Level II in UT, MPT, DPT, RT for carrying out statutory NDT inspection as per Rule 19 of SMPV (U) Rules 1981. Bidder shall furnish documentary evidence for the same.
5. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 2,82,600.00.



**DECLARATION FORM**

Ref. No: N-III/MECH-5/Cont-1114/

Date: .....

To

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

**Sub.:** 'Replacement of existing tube bundle of the re-circulator cooler HE-5 of SGC of Amm-III Plant with new one by way of cutting and welding with the channel portions of the existing heat exchanger.

Dear Sir,

I/ We M/s..... 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 : -----  
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**DECLARATION FORM**

**THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR**

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