

TENDER DOCUMENT

FOR

Replacement of existing tube bundles of the intercoolers HE-3 and HE-4 of SGC of Amm-III Plant with new ones by way of cutting and welding with the existing channel portions of the heat exchangers.

NIT No.: N-III/Mech-5/CONT-971/1249 Dated: 27-04-2017

BVFCL, NAMRUP



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED
MECHANICAL DEPARTMENT**

CLAUSE-I

Heat Exchanger Specification:

A. Syn gas compressor intercooler HE-3:

Channel Outside Diameter = 970 mm
Channel Thickness = 85 mm
Shell Outside Diameter = 674 mm
Length of the tube bundle = 7321 mm
Weight of the tube bundle = 6390 Kg
MOC of Channel: SA 105

A. Syn gas compressor intercooler HE-4:

Channel Outside Diameter = 1050 mm
Channel Thickness = 125 mm
Length of the tube bundle = 7247 mm
Weight of the tube bundle = 7820 Kg
MOC of Channel: SA 105

CLAUSE-II: SCOPE OF WORK:

- 1. Job:** Replacement of existing tube bundles of the intercoolers HE-3 and HE-4 of SGC of Amm-III Plant with new ones by way of cutting and welding with the existing channel portions of the heat exchangers.

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 inlet flanges of separator and the cooler outlet line flanges (16 nos bolts, nut size-60 mm) for HE-3 & (16 nos bolts, nut size-70 mm) for HE-4 and removal of connecting pipe lines.
2. To open the head ends cover bolts (16 nos, nut size 117 mm) for HE-3 & (16 nos, nut size 140 mm) for HE-4
3. Removal the cover head end covers weighing about 0.5 Te for HE-3 & 0.65 Te for HE-4 and to be placed on floor.
4. To remove the parting plates of both the cooler.
5. To cut the parting plane fastening flanges from the existing positions of HE-3 & HE-4 and re-welding on the new heat exchangers (HE-3 & HE-4).
6. To open the main cooling water inlet and outlet lines after removing the associated pipe lines with flanges.
7. To blank both the water inlet and outlet flanges.
8. To remove all the drain lines and vents lines from the coolers.
9. Necessary cutting and welding of the gas lines required for the replacement of tube bundles.
10. Proper arrangement of fixture for base fitment required for execution of the entire job.
11. Cutting the channel portion at proper position.
12. Removal of old tube bundle and installation of new one in position with the help of crane.
13. Edge preparation by grinding as per drawing (double V orientation) of the joining ends
14. Fitting of the channel and new tube bundles are to be done maintaining proper leveling and alignment.
15. TIG welding of the root run after necessary preheating.
16. 100% Radiography, Ultrasonic and DP test to be done.
17. Complete welding as per drawing with manual welding.
18. After welding PWHT done.
19. Provision for modification of associated pipelines, if required.
20. Proper cleaning of gasket jointing surface, cutting and fitting of gaskets properly without damage.
21. Cutting/ removal of the fixture.
22. Boxing up of all the associated gas and cooling water pipelines.
23. Boxing up of the end covers of HE-3 & HE-4.

24. Pressure Testing of HE-3 & HE-4 for identification of leakages.
25. All best engineering practices & procedures and safety gadgets to be strictly followed while working.
26. Cleaning of site debries after completion of the job.

CLAUSE-III: CONTRACTOR'S SCOPE:

1. Successful execution of all jobs involved as detailed in the scope of work as in Clause-II above.
2. Arrangement and deployment of total workforce including supervisory staff and engineers. Required Manpower like Qualified Welders, as per ASME Section-IX, 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. **Crane** suitable for the job should be arranged by the party for execution of the job.
4. 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.
5. Welding Electrodes/ filler rods and oxy-acetylene gas for the execution of the job has to be supplied by the party.
6. Gas Cutting Set consisting of Cutting Torch, Nozzles, Hoses & Regulators for Oxygen & DA, Lighter, Cylinder Key etc.
7. 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.
8. The Contractor shall have adequate number of NDT equipments and all equipments must be calibrated and in good condition.
9. 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.
10. All activities related to crane positioning and boom extension (if required).
11. 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.
12. To adhere to the safety rules formulated by BVFCL and strictly follow all safety permit guidelines.
13. Personal Protective Safety Equipment like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
14. All personnel of the contractor shall move in the plant premises with proper identity and safety helmets.
15. Any Measuring instruments like inside calliper, Bore Gauge, Vernier calliper, Measuring Tape etc. for inspection.
16. 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.
17. To arrange Police verification of their manpower for making Gate passes to enter BVFCL, Namrup factory premises, which is mandatory.
18. To make all the necessary security arrangements, at his own cost, for his office & stores, to ensure safety of all equipment / material.

19. To & fro Local Travelling, Lodging and Boarding of their staff and workers from work site to their place of stay.
20. Shifting of material including scrap from Central Stores to Site & vice versa.
21. To maintain all the records for men, materials and execution of job as required by law as well as Owner/Consultant.
22. **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.

CLAUSE-IV: 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 /cm² (g) (max.) at one point & water supply at one point.
4. Store cum Office space at site.
5. Dark room for development of Radiography films of weld joints.
6. Lodging for Contractor's staff and workmen, if required, on chargeable basis, subject to availability.
7. Medical facilities, as available in BVFCL Hospital, on chargeable basis subject to availability.

CLAUSE-V: TIME SCHEDULE:

1. 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. Work shall be done on round-the-clock basis including on intervening Sundays, holidays etc. so as to complete the job **within 10 days** from the time of handover of the job to the contractor.
3. The contractor shall prepare & submit the Bar Chart indicating various activities for all the Jobs.
4. 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.
5. If at any time in the opinion of Engineer In-Charge, the Contractor has fallen behind the Schedule, the Engineer In-Charge may without any extra cost to BVFCL, take remedial measures as required to improve the progress such as but not limited to:
 - 5.1 Employ overtime operations.
 - 5.2 Increase the number of shifts.
 - 5.3 Work on Sundays and holidays.
 - 5.4 Increase his resource deployment.

The Contractor in such case shall demonstrate the manner as to how he proposes to adhere to the Schedule and make up the lost time in a period to be specified by BVFCL.

CLAUSE-VI: SPECIAL TERMS & CONDITIONS:

1. **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.
2. **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".
3. **During job in progress:** As per "Scope of Work"
4. **After completion of job:** Returning of material and cleaning of site as per scope mentioned above at "Contractors Scope".
5. **Submission of Documents:** The successful bidder shall submit the following documents (in duplicate) after completion of work:
 - 5.1 Dimensional Inspection Report.
 - 5.2 Certificate in compliance to DP test, radiography, ultrasonic test, pre-heating & stress relieving, as per scope of work and as per standard engineering practices.
 - 5.3 Radiography Films.

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 Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
4. 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.
5. **The following tenders will be liable to summary rejection:**
 - 5.1 Tenders submitted by Tenderer who resort to canvassing.
 - 5.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.
 - 5.3 Tenders not accompanying the required details / Tender Cost / Earnest Money etc.
 - 5.4 Tenders received late / delayed.
 - 5.5 Tenders, who contain uncalled for remarks or any alternative additional conditions.
6. 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.
7. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the Plant. The rates shall remain firm for the increased or decreased quantities. **However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.**

8. **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.
9. **Validity of Contract:** The contract shall remain **valid for a period of 180 days** reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.
10. **Earnest Money Deposit:** Tenderer to submit Earnest Money Deposit of ₹ 41780.00 (Rupees Forty One Thousand Seven Hundred Eighty) only by way of Demand Draft drawn in favour of Brahmaputra Valley Fertilizer Corporation Ltd., Namrup and payable at State Bank of India, Namrup Branch (Branch Code: 0223) or by way of Bank Guarantee for equivalent amount. The Earnest Money shall not be accepted in any form other than specified above. **Tenders received without EMD are likely to be rejected.**
Bank guarantee as E.M.D in place of Demand draft shall not be entertained.
11. **Security Deposit-Cum-Performance/Workmanship Guarantee:** For due and faithful execution and performance of the contract the contractor shall provide the Owner with financial guarantee in the form of a Bank Guarantee, issued by any Nationalized Bank, for sum equivalent to 10% of the total contract value within a period of 30 days of placement of work order. The Bank Guarantee so executed shall be valid till the expiry of defect liability period of 6 months with provision of claim period of up to another 6 months.
No interest shall be paid on E.M.D. and S.D.
12. **Terms of Payment:**
 - 12.01 100% of value of completed work shall be released, after successful completion of the job and raising of invoice by the party in triplicate subject to recovery, if any, however, 100% payment is subject to fulfillment of security deposit cum performance / workmanship guarantee as in noting at Clause No. VII (11).
 - OR-
 - i) 90% of the value of completed job will be released on successful completion of the work duly certified by BVFCL Engineer.
 - ii) Balance 10% shall be retained as Security Deposit which will be released after expiry of workmanship guarantee of six months to be valid from the date of completion of job.
 - 12.02 All the statutory taxes and duties shall be paid extra, as applicable, to tenderer / deducted from tenderer's bills, as the case may be, at usual and prevailing rates. Income Tax however shall be deducted from bills.
 - 12.03 Service Tax, if and as applicable, shall be paid at usual and admissible rate on production of copy of valid Service Tax Registration Certificate issued by appropriate Excise Authority.
 - 12.04 **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. **Penalty:** In the event that the work is not completed according to the time schedule, the Contractor shall have to pay **Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 10 % of the total value of the work.**
14. **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**. 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.

15. Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.
16. **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.
17. Any defect noticed during various stage of inspection, while the work will be under progressed 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 stage of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.
18. **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
19. 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.
20. **Termination of Contract:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of BVFCL under the Contract or otherwise including right of BVFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:
 - 20.1. Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant.
 - 20.2. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
 - 20.3. If the Contractor abandons the work,
 - 20.4. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR
 - 20.5. Persistently fails to adhere to the agreed program of work, OR
 - 20.6. Sublets the work in whole or in part thereof without BVFCL's consent in writing
 - 20.7. Performance is not satisfactory or work is abnormally delayed

- 20.8. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the BVFCL within fifteen days after written notice of such default is provided to the Contractor. BVFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the BVFCL. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by the BVFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to BVFCL, up to the date of termination.
21. **Rights of BVFCL:** A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor fails to fulfill his obligations under the CONTRACT, the BVFCL shall have the right to get the work done by any other agency /own resources at the risk and cost of the Contractor.
22. **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
23. **Engineer In-Charge:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs 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 of the 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.
24. **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer In-Charge.
25. It is understood by the contract that in the event of any losses/damages caused to the BVFCL due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.
26. **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.
27. Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.

28. The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payment.
29. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
30. In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 as amended from time to time, BVFCL reserves the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by Engineer In-Charge for deposit of PF Contribution.
31. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
32. **Workmen Compensation / Insurance:**
 - 32.1 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.
 - 32.2 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, BVFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, BVFCL will recover the amount of the compensation so paid from the Contractor's bill.
 - 32.3 The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and BVFCL will not bear any liability whatsoever on this account. Further, he will also indemnify BVFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
 - 32.4 The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to BVFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
33. 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.
34. 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.
35. 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.

36 **Alterations, Omissions, Additions Or Substitutions of Work:**

- 36.1 BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work.
- 36.2 If the rates for additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as per specifications in the rate contract for that work.
- 36.3 In the event the extra or substituted items of the work does not fall in the category as above, the cost will be calculated on the basis of actual Labour and consumable material utilized for the job. The quoted rates will be inclusive of Overheads and Profit. **The Engineer In-Charge will assess the quantum of Labour and consumable material used; whose decision in this respect will be final and binding upon the Contractor. The Contractor will be required to obtain prior approval of BVFCL for rates payable to him for such extra items.**
- 36.4 In case, the Contractor fails to do the extra and / or the substituted work, BVFCL will have the **option to get the work done through another agency at the Contractor's Risk and Cost.**

37 **Preservation of Free Issue Material:** All materials issued to the Contractor by the Owner shall be preserved against deterioration and storage while under Contractor's custody. Any damage / losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Contractor and he shall be liable to compensate BVFCL for the losses suffered at penal rates to be determined by the Engineer In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.

38 **Issue of material from BVFCL:** Any issue of materials from BVFCL stores not covered in BVFCL obligation will be issued and charged on BVFCL issue rate +25% + All Taxes will be charged extra. The issue of such material will be sole discretion of BVFCL.

39 **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".

40 **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.

41. 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).
42. **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.**
43. BVFCL is committed to a corruption free environment, "All the works contract, 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 responsible citizen to inform the matter to Vigilance Office, BVFCL Namrup, Assam (Email: vigilance@bvfcl.co.in)

Ref. No.: N-III/Mech-5/CONT-971/

SCHEDULE OF WORK, QUANTITY & RATE

Job: Replacement of existing tube bundles of the intercoolers HE-3 and HE-4 of SGC of Amm-III Plant with new ones by way of cutting and welding with the channel portions of the heat exchangers .

Sr. No.	Description	Amount(Rs)
1	Lump sum Charges (including service charges, mobilization charges /demobilization charges, cost of consumables, provision of suitable crane, NDT) for replacement of existing tube bundles of the intercoolers HE-3 and HE-4 of SGC of Amm-III Plant with new ones by way of cutting and welding with the existing channel portions of the heat exchangers as per Scope of work (Clause: II of NIT)	Fill online
2	VAT@6%	Fill online
3	Service Tax @ 15%	Fill online
4	Total amount	Fill online

REMARKS (IF ANY), _____

NOTE:**Work Order will be awarded on overall lowest offer basis.**

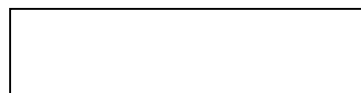
.....

Signature of the tenderer: _____

Date _____

Party's name: _____

Address: _____



SEAL:

.....

Eligibility Criterion for Vendors

1. Tenderer should have experience of similar work means 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 200 kg/cm².

Tenderer shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim such that work has been done directly by them or their sister concern in fertilizer plant of Govt./ Semi-Govt./ big reputed private organizations 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 the amount equal to 40% of the estimated cost or,
 - b. Two similar completed works costing not less than the amount equal to 60% of the estimated cost or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2. 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 suitable crane for execution of work in totality. Bidding for part jobs is not acceptable.
 3. The Tenderer 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. Tenderer shall furnish documentary evidence for the same.
 5. Average annual financial turnover of Tenderer's firm during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost. Tenderer shall furnish necessary documents in this regard.

DECLARATION FORM-I

Quotation No.: _____

Date: ____/____/____

C.E. (Mech.), A-III & CPP

M/s. Brahmaputra Valley Fertilizer Corporation Limited, Namrup

Parbatpur-786623

District- Dibrugarh, Assam.

Subject: Replacement of existing tube bundles of the intercoolers HE-3 and HE-4 of SGC of Amm-III Plant with new ones by way of cutting and welding with the existing channel portions of the heat exchangers.

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 'Fabrication and replacement of 150 nos. of Primary Reformer tubes from old tubes along with unloading and loading of catalyst in AMM-II Plant of B.V.F.C.L. Namrup' 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 Fertilizers Corp. 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.

(Signature of Tenderer with Seal)

Name: _____

Address: _____

Place: _____

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 Tenderer with Seal)

Name: _____
Address: _____

Place: _____
Date: _____

(SPECIMEN COPY)

PROFORMA NO. - I

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 TENDERER)

Name _____

Dated _____

Place _____

(SPECIMEN COPY)

PROFORMA NO. – II

DETAIL 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	Contracted Completion time	Actual completion time	Year of completion	Name & Postal Address of Client

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name _____
Date _____
Place _____

(SPECIMEN COPY)

PROFORMA NO. - III

PRESENT COMMITMENTS

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

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

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name _____
Date _____
Place _____

(SPECIMEN COPY)

PERFORMA NO. - IV

INFORMATION REGARDING EQUIPMENT WHICH THE TENDERER PROPOSES TO USE FOR THIS WORK

Sl. No	Description	Quantity	Make	Capacity	Owner

Certified that the above information is correct.

(SIGNATURE OF TENDERER)

Name _____

Date _____

Place _____