



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED.**  
(A GOVERNMENT OF INDIA UNDERTAKING)

NAMRUP. P.O.: PARBATPUR, DIST: DIBRUGARH, ASSAM. PIN – 786 623  
Phone: (0374) 2507031, 2507078/7354 FAX - +91 0374 2500 524/ 317

Ref No.: N-III/Mech-5/Cont-1111/3636

Date: 21-02-2019

**Sub:** Notice Inviting Tender for 'In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes'.

**Sealed TENDERS are invited for the work as detailed below:**

1)	Name of Work	In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes
2)	Estimated amount	Rs. 3, 44, 450.00 inclusive of GST and mobilization charges.
3)	Earnest Money Deposit	Rs. 8,610.00 only in the form of A/C Payee Demand Draft in favour of Brahma Putra Valley Fertilizer Corporation Ltd., Namrup payable at State Bank of India, Namrup Branch (Branch Code: 0223). <b>Tenders received without EMD are likely to be rejected.</b> Refer Clause 7.1 of tender document for criteria for exemption of EMD.
4)	Time of Completion	15 (Fifteen) days from the date of site clearance excluding mobilization period
5)	Validity of the Tender	<b>180 days</b> from the Date of Opening of Tender
6)	Type of Bid	<b>Two Stage Bid (1. Techno commercial bid &amp; 2. Price Bid)</b>
7)	Last Date & Time for Receipt of Tenders	<b>15-00 Hrs on 14 - 03 - 2019</b>
8)	Date & Time for Opening of Tenders	<b>15-30 Hrs on 14 - 03 - 2019</b>
9)	Place of Receipt & Opening of Tenders	<b>Office of the – Chief Engineer (Mech), AG, CPP &amp; CMW B.V.F.C.Ltd., Namrup P. O. – Parbatpur-786623 Dist.- Dibrugarh(Assam)</b>

10) 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.

11) The **rates** should be quoted item wise for the complete Scope of Work as per Proforma No.-4 '**Schedule of Work, Quantity & Rates**'. The **rates** should be quoted only in the units given in the proforma and should be indicated **both in words as well as in figures**. In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the 'Schedule of Work, Quantity & Rates' Proforma duly filled in failing which their Price bid will not be accepted.

12) 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.

**13) Procedure for Submission of Tender:**

The Tender shall be submitted in **Three Sealed Envelopes** as under:

12.1) Envelope No. 1:

Should be super-scribed 'Earnest Money' for Tender for '**In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes**' and shall contain Earnest Money Deposit of Rupees Three thousand six hundred ten)only in the form of an A/C. Payee Demand Draft drawn on State Bank of India, Namrup Branch (Branch Code: 0223) in favour of M/s. Brahma Putra Valley Fertilizer Corporation Ltd., Namrup, payable at Namrup along with authenticated copies of I-Tax PAN, PF Registration Certificate from Provident Fund Authorities etc.

12.2) Envelope No. 2:

Should be super-scribed 'Technical Bid' for Tender for '**In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes**.' and shall contain un- priced Bid including NIT duly signed, and Other Conditions / Deviations, if any, which are at variance with the Terms & Conditions of the Tender Documents issued by BVFCL.

12.3) Envelope No. 3:

Should be super-scribed 'Price Bid' for Tender for '**In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes**' and shall contain the Item wise Rates only as per 'Schedule of Rates' Proforma.

All the three envelopes should in turn be put together in a separate envelope duly super-scribed as 'Tender for 'In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes' mentioning the reference NIT No. & date and due date of opening over the envelope.

**14) Opening of Tender:**

The Tender shall be opened as under:

**14.1) Envelope No. 1:**

Super-scribed 'Earnest Money' **shall be** opened first, on the Scheduled Date & Time of Opening of Tenders, in presence of those Tenderers who may wish to be present during opening.

**14.2) Envelope No. 2:**

Super-scribed 'Technical Bid': The Technical Bids of those parties only who will have furnished requisite EMD **shall be opened and required clarifications, if any, shall be obtained from respective Tenderer(s).**

**14.3) Envelope No. 3:**

Super-scribed 'Price Bid': The Price Bids of the techno-commercially suitable parties **shall be** opened subsequently on a later date **which shall be intimated to the bidders.**

**15) The Tenderers should submit the following information along with the Tenders:**

15.1 Full particulars of their capability

15.2 Address of the OFFICE / WORKS

15.3 Details of experience giving in the List of similar jobs at **Proforma-2** in tender document as per Annexure-I of tender document.

15.4 The complete Address of the Organizations for which such works were/have been executed and also to substantiate their claims by furnishing copies of relevant documents.

15.5 An Affidavit on Non-Judicial Stamp Paper for Rs. 50/- duly attested by Notary stating that:

i) 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.

ii) 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.

**16) The following information shall have to be submitted along with the Tender failing which the tender shall be liable to be rejected:**

16.1 Permanent Account Number (PAN) from Income Tax Authorities (Envelope No. 2)

16.2 P.F. Registration Number (PF No.) from Provident Fund Authorities (Envelope No. 2)

16.3 Copy of GST registration certificate (Envelope No. 2)

16.4 Declaration Forms as per Annexures-A & B (Envelope No. 2)

16.5 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 as per tender document:**

a. Name & Designation of the Employee

b. Place of Posting

c. Relationship with the Employee

**17) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained during execution of the work, at a later stage, merely on the plea of ignorance about difficulties involved.**

**18) All the pages of the Tender shall be duly signed and stamped at the lower right hand corner and signed, wherever required in the Tender Documents, by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the Tenderer, before submission of the Tender. All corrections and alterations in the Tenders shall have to be signed by the Tenderer with date. No erasing or overwriting would be permissible.**

**19) The Tender shall be submitted as per details given in the NIT/ Tender Documents attached. Covers should be sealed with Distinctive Seal and super-scribed with Tender No. N-III/Mech-5/Cont-1111/ dated 21-02-2019 for "In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes.**

**20) BVFCL reserves the right to reject any or all the Tenders without assigning any reason thereof and also does not bind itself to accept the lowest Tender.**

**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.**

**22) This letter shall form part of the contract document and shall be signed and returned along with the Tender Documents.**

**23)** The Tender shall be addressed to:

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

**24)** Tender documents are 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 in future.

Thanking you,  
**For Brahmaputra Valley Fertilizer Corporation Limited, Namrup**

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

**Encl:** 1. Tender Documents  
2. Tender Declaration Forms

# **TENDER DOCUMENTS**

## **FOR**

**“In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes”**

NIT NO: N-III/Mech-5/Cont-1111/3636      Dated: 21-02-2019



**BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
MECHANICAL DEPARTMENT**

**A. SCOPE OF WORK:**

**Name of Work:** In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes.

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

Description of items.	Qty. of tubes
For Reflux condenser of recovery section: SS seamless tube $\overset{+0.05}{\text{Size: 20}} \overset{+3.00}{\text{(OD) mm X 2.0 (thk) mm X 4700}} \overset{-0.00}{\text{(length) mm}}$ Material: ASTM SA-213 TP 304	176 Nos.
For Sub condenser of PRC: SS seamless tube $\overset{+0.05}{\text{Size: 20}} \overset{+3.00}{\text{(OD) mm X 2.0 (thk) mm X 5500}} \overset{-0.00}{\text{(length) mm}}$ Material: ASTM SA-213 TP 304	350 Nos.

If specifically not mentioned herein after or not mentioned anywhere else, the scope of work shall include but not limited to the following for completion of entire job of re-tubing:-

- 1) Grinding off tube plugs, projected tube with seal welding and removal of fused portion of tube-to-tube sheet with chamfering tool.
- 2) Pulling out of existing C.S tubes by mechanical jack/ hydraulic tube puller.
- 3) Cleaning and polishing of tube sheet bore.
- 4) Inserting new S.S tubes through tube sheet and baffles.
- 5) Seal welding of tube-to-tube sheet with TIG procedure.
- 6) Facing off extra tube length to maintain desired tube projection.
- 7) Expanding tubes using super finished roller expanders following standard engineering procedure.
- 8) Dye-penetrant, pneumatic testing on 100% seal weld and executing of repair welding, if required, in case of crack/ failure etc.

**B. SPECIAL TERMS & CONDITIONS:**

**1. CONTRACTOR'S SCOPE:**

The Contractor shall have to bring all **Tools & Tackles / Consumables** required for carrying out the job as per scope and within specified time period (but not limited to the following).

- 1.1. **Manpower** (like **Qualified Welders**, as per ASME Section-IX, Special Fitters, Grinders, Riggers, Semi-Skilled Workers etc.) for smooth and timely completion of the job. Welders whom the Tenderer proposes to engage for the job will need to be **Qualified for the Welding Procedure** by making a **Test Joint** at BVFCL, Namrup Site as per relevant Section of ASME Section IX.  
Tenderer shall also submit relevant Documents/Certificates to support Welders' Qualification as per ASME-IX, **Tenderer shall give confirmation to this & above in Technical Bid.**
- 1.2. **TIG Welding Machine(s)** with all accessories like, Welding Cable, 'TIG' Torch, Tungsten Electrodes, Ceramic Nozzles, Argon Regulators, Argon Hose, Flow Meter, Purging attachments, Slip-on Couplings, Gas Cutting Set etc.
- 1.3. All **Tools & Tackles** like **Tube Expander with Tooling and Machine**, Chain Blocks, Slings, D-Shackles, Drilling Machine, Grinding Machine, Electric supply Extension Boards, Electric Cables (3-Core) etc required for smooth and timely completion of the job.
- 1.4. Any other material required for carrying out the job like, **Liquid Penetrant Examination Kit** {Developer, Penetrant and Cleaner, preferably of ITW SIGNOD, Hyderabad (Make: Magnaflux)}, Drills, Reamers, Grinding Wheels, Buffing Wheels, Wire Brushes, Emery Papers, Cotton Wastes etc.
- 1.5. **Personal Protective Safety Equipments** like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
- 1.6. **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.
- 1.7. **To & fro Local Traveling** between work site and their place of stay, **Lodging and Boarding** of their staffs and workers, **Shifting of materials including scrap** from Central Stores to Site & vice versa.
- 1.8. **Removal & Disposal of all the waste materials etc.** from work sites and hand over the same to the concerned areas as directed by Engineer In-Charge. The site shall have to be cleaned after completion of the job and no Material, used in carrying out this job, should remain at site of work. In case of non-clearance by the Contractor, BVFCL shall have right to recover the cost of the same from the Contractor.

## 2. BVFCL'S SCOPE:

BVFCL shall provide following materials/facilities free of cost (Except Sl:2.9) for carrying out the job as per scope:

- 2.1. Supply of SS tubes required for the job as mentioned above.
- 2.2. Supply of Baffle Plates, Tie Rods with Nuts and Spacer Pipes.
- 2.3. **Welding Filler Wires** of grade AISI 309L for welding tube-to-tube sheet.
- 2.4. **Argon Gas Cylinder,**
- 2.5. **Test Rig (only pump),** Test Flange & Ring to carryout Hydraulic and Pneumatic leak tests.
- 2.6. **Temporary LT Power Supply** 3 Ø, 50 Hz, 415 Volt with TPN switch.
- 2.7. **Compressed Air** at a Pressure of 6 kg/cm<sup>2</sup> (g) (max).
- 2.8. Removal and boxing up of dished ends and covers of Heat Exchangers & Coolers/Removal & reinstallation of Heat Exchangers/Coolers from foundations wherever required.
- 2.9. **Lodging for Contractor's staff and workmen, if required, on chargeable basis, subject to availability.**
- 2.10. Store cum Office space at site.
- 2.11. Medical facilities, as available in BVFCL Hospital, on chargeable basis. However, First Aid facilities will be provided free of cost.
- 2.12. Water and electricity, as may be required, will be supplied free of cost.
- 2.13. Erection of scaffoldings, including supply of scaffolding materials, and their dismantling.

## 3. TIME SCHEDULE/COMPLETION PERIOD:

- 3.1. **Mobilization of Manpower and Equipment shall be done within 07 (seven) days 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.
- 3.2. The **total completion period** for the entire work of retubing of the both condensers will be **maximum 15 (Fifteen) days** from the date of site clearance excluding mobilization period. Subject to and depending on the availability of work fronts the executing agency or agencies will be intimated adequately in advance to enable site mobilization.

## 4. OTHER TERMS & CONDITIONS:

- 4.1. The work will be inspected by BVFCL's Engineer-In-Charge stage wise from time to time as well as on its completion. The work will have to be completed to the entire satisfaction of the Engineer-In-Charge.
- 4.2. The stores of the Contractor can be checked by Engineer-In-Charge or his authorised representative for any such materials which are not brought inside and which shall not be considered as the property of Contractor. No tools & tackles shall be removed from the site without prior permission of Engineer-In-Charge.
- 4.3. The Contractor shall make all the necessary security arrangements for safe custody of his office & stores, at his own cost, and ensure safety of all equipments / materials.
- 4.4. During monsoon and at other time it shall be the responsibility of the Contractor, at his own cost, to keep the work site & stores free from water & ingress of moisture. No compensation for any damage due to rain, storm etc., during execution of work, shall be made by BVFCL.
- 4.5. Maintaining the records of all works and Inspection details as per the advice of BVFCL.
- 4.6. **Inspection:** The entire work covered under the contract shall be subject to Inspection as per schedule given below:
  - 4.6.1. **Prior to job commencement:** Manpower, Equipments / Machines, Tools and Tackles, Consumables, Personal Protective Equipments etc. whether all are as per scope mentioned above under "Contractor's Scope".
  - 4.6.2. **During job in progress:** As per "Scope of Work" mentioned there in
  - 4.6.3. **After completion of job:** Returning of material and cleaning of site as per scope mentioned above under "Contractor's Scope".
- 4.7. **The Tenderers may physically visit the site (at their own cost) and obtain necessary clarifications, if any, before submitting their tenders.**

## C. GENERAL TERMS & CONDITIONS:

1. Interested Tenderer, 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 Tenderer 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 Tenderer(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 Earnest Money Deposit
  - 2.4 . Tenders received late / delayed





3. **If the Tenderer 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, at the time of submission of Tender, 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. No extra claim / overtime shall be paid on this account.
5. **Validity of Contract:**  
The job shall be taken up during annual turnaround of N-III group of plants tentatively in the month of April 2019. The contract shall remain **valid for a period of 12 (Twelve) months** reckoned from the date of its award.
6. **Escalation in Rates: The quoted rates will remain firm till the contract period** and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.
7. **Earnest Money Deposit:** The Tenderer should make a deposit of Rs. 8,610.00 (Rupees Eight thousand Six hundred Ten) only as Earnest Money in the form of an A/c Payee Demand Draft, drawn on State Bank of India in favour of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223).  
**Earnest Money Deposit should accompany the tender in a separate envelope without which tender will not be opened and it will be considered as rejected.**  
**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 and tender fees 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:
  - a. National Small Industries Corporation (NSIC)
  - b. District Industries Centres (DIC)
  - c. Coir Board
  - d. Khadi and Village Industries Commission(KVIC)
  - e. Khadi and Village Industries Board(KVIB)
  - f. Directorate of Handicrafts and Handloom
  - g. Udyog Aadhar Memorandum.
8. **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 with provision of claim period of up to 6 months. **No interest shall be paid on E.M.D. and S.D.**
9. **Period of Liability:** Tenderer shall **guarantee for** the work done for trouble free operation for a period of **6 months from the date of completion of work**. Any damage or defect or other faults that may arise or lie undiscovered at the time of issue of completion certificate, or appear within the defect liability period after virtual completion of the work, occurring, in the opinion of the owner, due to material or workmanship not being in accordance with the contract, shall, upon the directions of the owner in writing and within such reasonable period specified therein, be rectified by the Contractor most expeditiously at his own cost; or, in case of default, BVFCL may get the same rectified/made good by other workmen and deduct expenses from any sums that may be there or at any time thereafter that become due to the Contractor or may recover from his security deposit. BVFCL shall be under no obligation to accept / entertain any claim / demand whatsoever on this behalf. **The workmanship guarantee for rectified portion of work shall commence with effect from the date of rectification for a subsequent period of 6 (six) months of the balance period as stated above, whichever is later.**  
  
Any defect noticed during various stages of inspection, while the work will be under progress as per scope, shall be rectified/made good by the Contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stages of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.
10. **Sub-Contracting:** Sub-Contracting of the work or part thereof will **not be allowed** without prior permission of the owner, i.e., BVFCL, Namrup **and this shall be a ground for termination of the contract.**
11. 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.

## 12. 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

12.1. 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

12.2. 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

12.3. 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

12.4. If the Contractor abandons the contract

or

12.5. 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.

## 13. TERMS OF PAYMENT:

13.1 100% 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 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.

13.2 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.

13.3 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.

13.4 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.

## 14. 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.**

15. **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.

16. **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.**

17. **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.

18. The Contractor shall pay the wages to the workmen directly without the intervention of any Jamadars or Thekedars and the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages due to the workmen.



19. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
20. The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor shall be required to comply with all statutory provisions, from time to time, during the tenure of the contract.
21. The Company will not be held responsible for any injury sustained by the workers of the Contractor during execution of the above contract or any damage/compensation due to any dispute arising between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the sole responsibility of the Contractor. BVFCL under the Contract will recover, from his dues payable, any other expenditure incurred to resolve the situation arising out of negligence on the part of the Contractor.
22. **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.
- All the accidents, if any, occurred to Contractor's staffs will be reported to the Safety Officer promptly.** This however will not relieve the Contractor of any other statutory obligations. 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 and Protective Equipments like Helmets, Hand Gloves, Face Shields, Safety Belts etc. are to be provided to his workmen by the Contractor.** However, Special Safety Equipment, if any, needed as per requirement of the job shall be provided by BVFCL free of cost.
23. **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.
24. **Conciliation & Arbitration:**
- 34.1 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'.
- 34.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 34.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.
25. **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.**
26. **Agreement:** The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent/W.O. 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 costing Rs.50.00 before commencement of work.** 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 BVFCL, Namrup.
27. **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)).**

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<b>A) In case of individual</b>		
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>B) In case of Partnership</b>		
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	
<b>C) In case of Limited Liability Company or Company Limited by Guarantee</b>		
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	
<b>D) Income Tax</b>		
i)	Income Tax Clearance Certificate for previous years.	

(SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

## DETAILS OF EXPERIENCE

**PROFORMA NO. - 2**

Tenderer shall give information of similar works done during the **past seven years** strictly as per proforma given below as per eligibility criteria at Annexure-I:

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
1						
2						
3						
4						

Certified that the above information is correct.

(SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**PRESENT COMMITMENTS****PROFORMA NO. - 3**

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

Sl. No.	Name of work	Name & address of Client with the name of person under whom the work is being executed	Contract Value	Brief description of work	Contracted date of completion with the date of start of work	% age completed as on date	Expected date of completion of balance work with approx. value of such balance work
1							
2							
3							
4							
5							

Certified that the above information is correct.

((SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**SCHEDULE OF WORK, QUANTITY AND RATES**  
(Proforma for quoting rates)

SI No.	Description	Qty	Rate (Rs) Per tube	Amount (Rs)
01	In situ replacement of CS tubes with new SS tubes of sub condenser of PRC of Ammonia-III plant	350 nos		
02	In situ replacement of CS tubes with new SS tubes of Reflux condenser of Recovery section of Ammonia-III plant	176 nos		
03	Mobilization charges		L/S	
Sub total				
G.S.T @ 18%				
<b>Total</b>				

**In Words** (.....)

**Notes:**

- 1) The quoted rates should include mobilization and de mobilization charges of personnel, travelling charges, lodging and fooding charges & local conveyance.
- 2) The Rates quoted should be inclusive of all Duties, Royalties, 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.
- 3) TDS shall be applicable as per income tax rules.
- 4) The Bid shall be evaluated on the overall lowest basis only.

(SIGNATURE OF TENDERER WITH SEAL)

Name : .....

Dated : .....

Place : .....

**ELIGIBILITY CRITERIA FOR THE BIDDER**

1. The bidder should have experience of similar nature work carried out i.e Retubing of heat-exchanger/ Condenser/ Coolers during the last seven Years in Fertilizer/Refinery & petrochemicals in reputed CPSU/Govt./Semi-Government/JV PSU/ 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 costing not less than Rs. 1,37,780.00 each (OR)
  - b. Two similar completed works costing not less than Rs. 1,72,225.00 each (OR)
  - c. One similar completed work costing not less than Rs. 2, 75, 560.00
3. Average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.



**DECLARATION FORM**  
(To be submitted in Envelop - II)

Ref No.: N-III/Mech-5/Cont-1111

Date: .....

To

The Chief Engineer (M), AG, CPP&CMW  
BVFCL, Namrup

**Sub.:** In-situ replacement of existing CS Tubes of Reflux condenser of Recovery section and Sub-condenser of Process Refrigeration Compressor of A-III plant with SS tubes.

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 further agree to abide by the conditions of contract and agree to carry out all work within the specified time in accordance with specifications of materials and 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/ Tenderer with SEAL)

Address : .....  
.....  
.....

**DECLARATION FORM**  
(To be submitted in Envelop - II)

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Tenderer has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof	P.F. Reg. No.		
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof	PAN No.		
4	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof	GST Reg. No.		
5	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.			
6	The bidder shall submit the name and address of the firm/ company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Contractor/ Tenderer with SEAL)

Address : -----  
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Place : .....

Date : .....