Ref.: N-III/Mech-5/Cont-1326

TENDER DOCUMENT

1.00 <u>SCOPE OF WORK:</u> Overhauling of Hydraulic Bolt Torque Wrench Pump and Hydraulic Bolt Tensioner High Pressure Pump for AMM-III plant.

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

- 1. Complete cleaning, servicing and seal replacement of Hydraulic Bolt Torquing Torque wrench pump.
- 2. Complete cleaning, servicing and seal replacement of Hydraulic Bolt Tensioner High Pressure Pump.

Note:

- 1. All necessary inspection reports are to be furnished after completion of job.
- 2. All spares i.e bearings, seals etc. required for replacement at the time of servicing shall be supplied by contractor.
- 3. All standard engineering practices and safety procedures shall be followed till completion of the job.
- 4. Any other activities, not included above required for successful completion of the job shall be in the party's scope.

2.00 BVFCL'S SCOPE:

- 2.01 Water, air and electricity, lights as required for and during execution of work.
- 2.02 Lodging & boarding at BVFCL Guest House subject to availability.

3.00 CONTRACTOR'S SCOPE:

- 3.01 Mobilization and demobilization of required manpower, tools & tackles (including special tools etc.) and other equipments.
- 3.02 Arrangement of all necessary safety gadgets.
- 3.03 Furnishing of reports after completion of job.

4.00 SPECIAL TERMS & CONDITIONS

- 4.01 Contractor shall have to abide by the terms and conditions mentioned in G.D.C.C. in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and understand the clauses of G.D.C.C. before filling up the tender documents.
- 4.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 4.03 All works are to be done under the strict supervision of the contractor to the entire satisfaction of the Engineer-in-charge / site in charge.
- 4.04 The job shall be executed as per tender specifications, standards & instructions of engineer-in-charge in the order of priority listed below:
 - a) Tender documents.
 - b) PDIL standards ES 6700, 6701 & 6702.
 - c) Instructions of Engineer-in-charge.
 - d) IS standards.

In case of any conflict, the higher priority document shall be prevailed. However, the tenderer may submit in writing alternative proposals for approval of Engineer-in-charge,BVFCL., if the implementation as per above priority is not possible.

Page-2

5.00 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:

- 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.

•

6.00 COMPLETION TIME: The entire job shall be completed within 05(Five) days (excluding journey period).

7.00 PAYMENT TERMS:

- 7.01 97% value of the completed work shall be released after successful completion of work within 30 days from submission of bill in triplicate and as certified by Engineer in Charge after deductions, if any. Balance 3% payment shall be kept as Security Deposit (SD), which shall be release after successful completion of workmanship guarantee period of 06(six) month.
- 7.02 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.
- 7.03 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.
- 7.04 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.
- 7.05 GST at the applicable rate shall be reimbursed / deducted on production of documentary evidence.
- **8.00 GUARANTEE:** The executed work shall be guaranteed against any workmanship defect for a period of six months from the date of commissioning. Any defect noticed during this period shall be attended by the party at his own risk & cost.
- **9.00 <u>VALIDITY OF CONTRACT</u>**: 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.
- **10.00 <u>COMPENSATION:</u>** The contractor shall have to make an ex-gratia payment of `1,000/- (` one thousand only) to the dependents of labourer in the event of the labour's death occurring while on duty. This payment will be made by the B.V.F.C. Ltd. immediately and will be recovered from the bill of the contractor.

11.00 SAFETY MEASURES

- 11.01 The contractor has to provide all necessary safety tools / equipments / accessories to his staff working at site as required under safety regulation of the factory.
- 11.02 Injuries or Accidents to the contractor labour shall be taken care by the contractor at his own cost and risk and shall comply with all safety rules and health regulations.
- 11.03 The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.
- **12.00** <u>MEDICAL FACILITIES:</u> No medical facilities will be provided free of cost except First aid to the contractor's labourers.

Page-3

13.00 CONCILIATION & ARBITRATION:

Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.

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

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).

14.00 JURISDICTION:

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

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@bvfcl.co.in)

(PK Barkataki)
DCE (M), AMM-III

ELIGIBILITY CRITERIA FOR THE BIDDER

1. Tenderer should have experience of executing similar nature of Overhauling/servicing job of Hydraulic Bolt Torque Wrench Pump and Hydraulic Bolt Tensioner High Pressure Pump in any of the following industry:

"Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and reputed private industries".

- 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 on their independent capacity (work order should be issued by the organization directly on the contractor who has participated in the tender. The servicing job carried out by the contractor for the organization through other agency where the work order is not in the name of the contractor shall not be considered for further evaluation purpose i.e WO in the capacity of sub-contractor shall not be accepted) 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. 58,900.00 (OR)
 - b) Two similar completed works each costing not less than Rs. 73,630.00 (OR)
 - c) One similar completed work each costing not less than Rs. 1,17,800.00.
 - --ABOVE FIGURES ARE EXCLUDING TAXES--

Signature of the Bidder:	Date
Party's name:	
Address & SEAL:	

Ref.: N-III/Mech-5/Cont-1326

SCHEDULE OF WORK, QUANTITY AND PROFORMA FOR QUOTING RATE

SI.		Quantity		Amount (`)
No	Description		Unit Rate (`)	
1)	Complete cleaning, servicing and seal replacement of Hydraulic Bolt Torquing Torque wrench pump Make Hydratight Working Pressure: 700 Bar/1000 Psi	01 No.		
2)	Complete cleaning, servicing and seal replacement of Hydraulic Bolt Tensioner High Pressure Pump. MAKE: SC Working Pressure: 1500Bar/25000Psi	01 No.		

NOTE:

SEAL:

-	Party not to add GST if they are exempted and to write " NOT APPLICABLE ", but to attach proof copy issued from the competent/ statutory authority. Party to fill the tender form with clear handwriting as instructed and avoid overwriting.
In	words: (Rupees
	only
Sig	nature of the tenderer with Date:
	rty's name: dress:

PAN No._____

BID SECURITY DECLARATION

Ref. No: N-III/Mech-5/Cont-1326/034	Date: 26-04-2022
То	
DCE. (Mech), AMM-III Brahmaputra Valley Fertilizer Corporation Ltd., Namrup, Assam	
Subject: Overhauling of Hydraulic Bolt Torque Wrench Pump and F Pressure Pump for AMM-III plant.	lydraulic Bolt Tensioner High
Dear Sir,	
I	
Son/Daughter of Shri	
Proprietor/Partner/CEO/MD/ Director/ Authorised signatory of M/s	
am competent to sign this declaration and accepting "BID SECURIT	TY DECLARATION" in lieu of
bid security.	
I/we are well aware of the fact that withdrawing or modifying our k validity etc. would lead to suspension of our tender for the time sp documents as per office memorandum Ref no. F.9/4/2020-PPD dto of General Financial Rules (GFRs) 2017 under Ministry of Finance.	ecified in the tender
I/we have carefully read and understood all the terms and condition convey my/our acceptance for the same.	ns of the tender and hereby
Thanking you.	
Yours	s faithfully,
For M/s. :	
	dder/Authorized Person with
Address :	