

**Ref.: N-III/Mech-5/Cont-922/**

**Tender Documents**

**1.00 Scope of work**

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

1. Shifting of insulation material (mineral wool) required for the job from BVFCL Store to site.
2. Removal of refractory and insulation material from turbine casing.
3. Cleaning of casing surface and welding of anchors in the turbine casing.
4. Applying & fixing of new insulation material of appropriate thickness. Covering all the required areas.
5. Covering the insulation by refractory tapcast-94.
6. Cleaning of site debris/ waste to dumping yard after completion of job.
7. Remove the layer of defective insulation and fill up the insulation.
8. Opening the air burner insulation cover and fill up with insulation material and box up the insulation cover.
9. Returning of unused supplied materials to the site store.

Note:

1. Arrangement of all tools & tackles required for entire job shall be in party's scope.
2. Anchors required for the welding job shall be supplied by BVFCL
3. Insulation material (mineral wool), refractory required for the job to be supplied by BVFCL
4. All standard engineering practices and safety procedures shall be followed till completion of the job.
5. Any other activities, not included above required for successful completion of the job shall be in the party's scope.

**2.0 BVFCL OBLIGATIONS**

- 2.01** Required insulation material shall be provided by BVFCL as free issue material.
- 2.02** Electricity & water, if required, shall be provided free of cost.
- 2.03** Issue of work permit.

**3.00 CONTRACTOR'S OBLIGATION:**

- 3.1 To arrange insulation materials (from stores or any specified area), required tools and tackles including consumables, necessary scaffolding and any other materials that might be needed by him to execute the insulation work.
- 3.2 Unloading and proper storage at site of Insulation and other materials.
- 3.3 To arrange distribution of water and electricity from supply point to work spot.
- 3.4 Maintaining of records of all works and inspection reports and submission of periodical progress reports as per advice of BVFCL.
- 3.5 The contractor shall be responsible for proper workmanship
- 3.6 Clearing of site, to the satisfaction of Engineer-in-charge, after completion of work
- 3.7 To comply with all statutory law and regulations as well as to obtain all necessary permits and license, certificate and clearances from appropriate authorities
- 3.8 Before application of insulation, the surfaces shall be cleared free all dirt, oil, loose scales etc. to the satisfaction of engineer-in-charge.

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**4.00 GENERAL TERMS AND CONDITIONS:**

4.01 Workmanship: Workmanship will be in accordance with Engineering & Technical specifications. Work shall be done in an approved manner taking care to see that various technical aspects of the work under execution conform exactly to BVFCL's requirement. The contractor shall be entirely responsible for proper workmanship and shall not be relieved of the obligation in this regard just because no objection was raised by BVFCL's Engineer/ Inspector etc during progress of the work.

4.02 Engineer –in-charge reserve the right to ask for increase of manpower if delay occurs / any slip page of schedule. However, you have to complete the entire job keeping manpower round the clock.

4.03 Completion period mentioned is essence of the contract and the executing agency must strictly adhere to completion the job in allotted time frame. In no case party shall be allowed to divert manpower allocated on this job.

4.04. The bidders may ask/seek further information on bidding condition & process if any Information shall be provided to the bidders about the reasons for rejection of any bid if asked.

4.05 To affect the above, party may visit the site to access the job fully and if required may consult the undersigned regarding requirement of skilled and unskilled manpower.

4.06 BVFCL reserves the right of canceling the work order and awarding the job to other suitable and resourceful party, if the party upon which work order has been placed fails to start the job within 2 days after getting clearance of work front by our phone / in writing through FAX/Email.

4.07 The contractor shall abide by the entire statutory obligation under various statutory Acts and rules made there under, and as amended from time to time in respect of their establishment and / or workmen engaged by them. Under any circumstances, BVFCL shall not be liable or held responsible in any manner whatsoever, for default or omission on the part of the contractor(s) for non-compliance of the aforesaid Acts and rules, and any other laws applicable to contractors and / or their establishment and the workmen engaged by them.

**5.00 MATERIALS :**

Supply of all materials required for the completion of entire work, unless expressly stated otherwise in NIT shall be the responsibility of contractor. The quality of materials procured shall be as per standards and specifications which form part of this tender and shall be subjected to inspection/ approval of engineer –in-charge before these are allowed to be used in the works. The tenderer shall furnish full specifications of insulation materials and accessories he intends to use for this work.

The specifications of materials shall be as follows :-

- i) Tic wires-galvanized, annealed.
- ii) Bands / strips- Aluminium.
- iii) Sheet metal for jacketing-Aluminium Alloy NS 3H to IS-737, thickness 22SWG.
- iv) Self tapping screws-cadmium plate.
- v) Adapter screws for ring spaces- galvanized.

**6.00 SPECIAL TERMS & CONDITIONS**

6.01 Contractors 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.

6.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.

6.03 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.

6.04 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.

**7.00 EARNEST MONEY:** The tender shall deposit the Earnest money for an amount of ` 1720/- only by way of demand draft drawn in favour of B.V.F.C.LTD. and payable at Namrup. The tender(s) without earnest money shall be rejected.

**8.00 COMPLETION TIME :** The entire job shall be completed within 03 days from the date of mobilization/ site clearance. However, monthly RA bill can also be arranged if delay in site clearance.

**9.00 PAYMENT TERMS**

- 9.01 90% value of the completed work shall be released after successful completion of work, submission of bill in triplicate and as certified by Engineer – in – Charge after deductions, if any.
- 9.02 Balance 10% shall be retained as security deposit which shall be released after successful completion of workmanship guarantee period of six months.
- 9.03 Service tax/ VAT at the applicable rate shall be reimbursed / deducted on production of documentary evidence.
- 9.04 All statutory deductions shall be made.
- 9.05 The contractor will be allowed one running bill in a month, duly certified by site in charge

**10.0 GUARANTEE:** The executed work shall be guaranteed against any workmanship defect for a period of six months from the date of completion. Any defect noticed during this period shall be attended by the party at his own risk & cost.

**11.0 VALIDITY OF CONTRACT:** The job shall be taken up immediately after award of the LOI/Work Order. However Work Order shall remain valid for a period of 12 months from the date of its award.

**12.0 OTHER TERMS & CONDITIONS**

12.01 The tenderer must be a licensed contractor under 'Contract Labour (Regulation and Abolition) Act, 1970' or they should produce a certificated from labour department to the effect that they are not covered by the Contract Labour Act.

**12.02** The tenderer shall abide by all the provisions of Contract Labour (Regulation and abolition Act, 1970) Minimum Wages Act. 1936, Workmen's Compensation Act. 1923 and their respective Rules framed under each of the side Acts from time to time and also other labour Act. and Rules applicable to the tenderer and that in case the tenderer and that in case the tenderer fail to do so, this Corporation shall have the right to deduce from the tenderers bill, the expenses which are to be incurred in connection with any claim from any party including **proforma to be supplied for implementation of the provisions of contract labour (Regulation and Abolition) Act. 1979.**

**13.0 COMPENSATION:** 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.

**14.0 SAFETY MEASURES**

- 14.01 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.
- 14.02 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.
- 14.03 The contractor has to obtain safety permits from competent authority for working in hazardous conditions and all safety rules should be followed strictly.

**15.00 MEDICAL FACILITIES:** No medical facilities will be provided free of cost except First aid to the contractor's labourers.

**16.00 Arbitration**

- 16.01 Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.
- 16.02 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.

**17.00 LAW GOVERNING THE CONTRACT**

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).

**18.00 AGREEMENT:** The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent/Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to **execute an Agreement** with Brahmaputra Valley Fertilizer Corporation Limited, Namrup **on a non-judicial stamp paper costing Rs. 10.00 within 7 (seven) days of the date of receipt/ acceptance of the Work Order or before commencement of work whichever is earlier.** The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizer Corporation Limited, Namrup.

**19.00 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. (Tel No: 0374 2507092/ 0374 2507167)**

(KK Dihider)  
CE (M), A- III & CPP

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SCHEDULE OF WORK , QUANTITY AND PROFORMA FOR QUOTING RATE

Sl. No.	Description of work	Quantity	Rate (Rs.)	Amount (Rs.)
1.	Execution of insulation jobs in Syn Gas Compressor turbine, Benfield solution turbine, primary reformer burner and hot collector in Ammonia-III plant	LS		
Service Tax @ 15% on service charges				
VAT on @ 6% on material cost				
Total amount				

**NOTE:**

- Party not to add Service Tax (ST) 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

Signature of the tenderer with Date:

Party's name:

Address:

SEAL:

PAN No. ....