

# TENDER DOCUMENTS

FOR

Execution of major overhauling job of Benfield solution pump drive Turbine  
on turnkey basis in Amm-III plant' at BVFCL, Namrup

NIT No.: N-III/Mech-5/Cont-870/075      DTD-28.04.2016

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED  
AMMONIA-III  
MECHANICAL DEPARTMENT

## **SCOPE OF WORK:**

### **Characteristic data of Drive turbine- Gear Box- Benfield Pump:-**

#### **Drive turbine:-**

Type	: CL-225AG
Make	: M/s Mitsubishi Heavy Industries Ltd
Rated speed	: 5650 rpm
Turbine power output	: 900 KW

#### **Gear box:-**

Make	: M/s Nippon Gear Co. Ltd
Size/ Type	: Size (Center distance x width): 27.94 x 16 cm/Single Helical
Gear Ratio	: 3.806
Rated output speed	: 1485 RPM

#### **Benfield solution circulation Pump :-**

Make	: M/s Mitsubishi Heavy Industries Ltd
Type	: DVM X 300 X 250 BD-4
Rated speed	: 1485 RPM

**Scope of work shall include, but shall not be limited to the following for completion of overhauling job of Benfield solution pump drive Turbine on turn Key basis:**

- 1) Disconnection of associated oil lines.
- 2) Removal of main Lube oil pump.
- 3) Decoupling between turbine and gear box.
- 4) Removal of coupling hub.
- 5) Dismantling of bearing casing.
- 6) Dismantling of bearing.
- 7) Opening of parting plane bolts of turbine casing.
- 8) Removal of turbine casing.
- 9) Removal of existing rotor from position.
- 10) Cleaning and checking of stationary blades and diaphragms.
- 11) Inspection of journal and thrust bearings & labyrinth seals by DPT and to be replaced upon requirement.
- 12) Checking and maintaining of all labyrinth seals and bearing clearances.
- 13) Checking and cleaning of the turbine rotor and to be replaced if required.
- 14) Installation of labyrinth seals, stationary blades and diaphragms in position.
- 15) Positioning and centering of rotor.
- 16) Boxing up of turbine casing after maintaining labyrinth clearances etc.
- 17) Fitment of thrust and journal bearings as per specified clearances.
- 18) Checking of ESV of Turbine, Governing System (Servomotor, Gear coupling, Servo piston, Tripping device assembly etc.) and related orifices with necessary rectification.
- 19) Complete Alignment checking and rectification of Turbine-Gearbox and Gearbox- pump train.
- 20) Fitment of coupling hubs.
- 21) Boxing up of main lube oil pump.
- 22) Re connection of lube oil pipe lines and instrumentation connections/ lines.

## **I SPECIAL TERMS & CONDITIONS:**

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

- 1.1. **Personal Protective Safety Equipments** like Safety Helmets, Safety Goggles, Face Shields, Safety Belts, Hand Gloves etc.
- 1.2. **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.
- 1.3. Mobilization and demobilization of total manpower (including Engineer, supervisory staff).
- 1.4. All tools and tackles, whatsoever required (if otherwise not mentioned specifically) to meet the entire scope of work shall be in the scope of contractor. This shall also include pulling and lifting machine, Electric hand tools, pneumatic and Olio-dynamic tools, Precision Measuring tools, Slings and D-shackles required for the said purpose.
- 1.5. All non destructive testing, whatsoever required for entire scope of work.
- 1.6. Boarding/Lodging/ Insurance of their personnel.
- 1.7. Arrangement of all necessary safety gadgets
- 1.8. Any other requirement(s), not specifically mentioned herein above and not mentioned otherwise, but in the opinion of the contractor, are essential to meet the entire scope of work, shall be meet by the contractor.
- 1.9. Arrangement of local conveyance.
- 1.10. Collection, loading and unloading of spares which will be permanently going into the machine, from BVFCL stores to site.

### **2. BVFCL'S SCOPE:**

BVFCL shall provide following materials/facilities free of cost for carrying out the job as per scope:

- i) All required spares for execution of the work.
- ii) Water, air and electricity, as required for and during execution of work.
- iii) Required quantity of lubricants
- iv) Work fronts will be adequately cleared for expeditious execution of work.
- v) Workshop facility, to the extent possible.
- vi) Material handling equipments like mobile crane forklift etc. with operator.
- vii) Wooden sleepers, packers and planks.
- viii) Jointing compounds, gaskets and sealants.
- ix) Site Stores/ Site office
- x) Free medical facility to be offered to your workmen in case of accidents / injuries while at work shall be limited to provision of first aid only.

### **3. TIME SCHEDULE/COMPLETION PERIOD:**

- 3.1. Mobilization of manpower shall be done immediately on intimation by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible and the Tenderer shall mention in the Tender the Minimum Time Period required for site mobilization. The site mobilization shall be completed within agreed Time Period.
- 3.2. The total completion period for the entire work will be **07 (Seven) days** from the date of site clearance excluding mobilization period. Subject to and depending on the availability of work fronts the executing agency will be intimated adequately in advance to enable site mobilization.

### **4. OTHER TERMS & CONDITIONS:**

- 4.1. 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 may be required, required to improve the progress such as but not limited to:
  - 4.1.1 Employing overtime operations
  - 4.1.2 Increasing the number of shifts
  - 4.1.3 Working on Sundays and holidays

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

- 4.2. 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.
- 4.3. Maintaining the records of all works and Inspection details as per the advice of BVFCL.
- 4.4. **Submission of Documents:** Tenderer shall submit the following documents, after completion of work:
  - 4.4.1. Repair and Inspection Reports

**The Tenderer are advised to understand the job thoroughly by physically visiting the site and obtain necessary clarifications, if any, before submitting their tenders.**

## **II 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 details / 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:**
  - 5.1 The job shall be taken up during annual turnaround of N-III group of plants. Normally, a Notice of 10 days would be given for mobilizing of manpower for site. But the party should be able to mobilize at a very short notice, if required. However the contract shall remain **valid for a period of 12 (Twelve) months** reckoned from the date of its award.
6. **Escalation in Rates:** The rates quoted will remain 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.
7. **Earnest Money Deposit:** The Tenderer should make a deposit of 11825/- (Rupees eleven Thousand eight Hundred twenty five) 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.**

**NSIC registered companies shall produce valid copy of registration certificate.**

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 stand **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.

The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because BVFCL did not raise any objection during the progress of the work. The decision of the Owner regarding treatment on bad workmanship shall be final, binding and conclusive.

**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 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 8.00 of General Terms & Conditions.**
- 13.2 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.
- 13.3 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.

**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 7.5 % of the total value of the work.**

14. **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.
15. **Income Tax Permanent Account Number (I-Tax PAN):** The Tenderer shall mention in his tender the new series Permanent Account Number allotted by the Income Tax Authorities.
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. The Contractor may employ such employees / labourers as he may think fit. Such employees would be the employees of the Contractor for all-purposes and shall not be deemed to be in the employment of BVFCL for any purpose whatsoever. The Contractor shall adhere to all the Laws, Rules and Regulations concerning employment or service conditions of his employees that may be in force from time to time. If under any eventuality BVFCL is held liable or responsible in any manner whatsoever for the default or omission on the part of the Contractor

in abiding by the aforesaid Rules, Regulations & Laws or held liable or responsible to the employees of the Contractor in respect of any matter whatsoever and is called upon to make payment on that account the Contractor shall reimburse BVFCL the same as also any other expenses, costs & charges incurred by BVFCL in any proceedings or litigation arising out of any claim, demand or act on the part of the Contractor. BVFCL shall be entitled to claim damages or compensation from the Contractor in that event. BVFCL shall also be entitled to recover the aforesaid amount from the money that may become due and payable to the Contractor.

18. **Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer-In-Charge, immediately remove from the work any person employed therein who misbehaves or causes nuisance or otherwise, in the opinion of the Engineer-In-Charge, is not a fit person to be retained in the work. Such person shall not be again employed or allowed to be engaged in the work without the prior written permission of the Engineer-In-Charge.
19. The Contractor shall be liable to the company for any Omission or Commission on his part or on the part of his employees causing any loss, damages or inconvenience to the plant/company. It shall be understood by the Contractor that in the event of any losses/damages caused to the owner due to the reasons whatsoever within his control and that the same losses/damages are proved the Contractor shall compensate for/make good all the consequential losses/damages to the owner without any protest & demur. These losses/damages shall be over and above the other claims/damages to which the owner is entitled to be compensated for under the contract or the course of law.
20. **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.
21. 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.
22. The Contractor shall ensure that the payment of the minimum wages to the labourers, as specified by Government from time to time, shall be made in accordance with the Minimum Wages' Act. **Upward revision of Minimum Wages from time to time shall be deemed to be inbuilt in the rates quoted by the Contractor.** If, at any time, it is noticed or it comes to knowledge that the payment to the labourers 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 payments.
23. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under & amended from time to time.
24. In case of non compliance, by Contractor, with any of the conditions / provisions contained in E.P.F. Act, 1952 as amended from time to time, BVFCL shall reserve the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions of PF which may be released only after verification of Challan by Engineer-In-Charge against deposit of PF Contribution.
25. **Provident Fund Account Number (PF A/c. No.):** The Contractor shall mention the Account Number allotted by the Provident Fund Authorities in his Tender as per statutory requirements.
26. 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.
27. **Workmen's Compensation / Insurance:**
  - 27.1 In every case in which, by virtue of the provisions of Section 12, sub-section I of the Workmen's Compensation Act, 1923 or any other law for the time being in force, BVFCL is obliged to pay compensation to a workman employed by the Contractor in execution of the work, BVFCL will recover the amount of compensation so paid from the Contractor's bill.

- 27.2 The Contractor will be solely responsible for any liability to his workers in respect of any accident, injury arising out of and in the course of contractor's employment. **To meet his aforesaid obligations under the Workmen's Compensation Act the Contractor will obtain Cover Note under Workmen's Compensation Policy from Insurance Company in respect of persons employed by him for carrying out his work and obligations under the agreement.** The premium payable to the aforesaid Insurance Policy shall be borne by the Contractor. The Contractor shall ensure that the said Insurance Policy remains valid till the expiry of the contract.
- 27.3 **The contractor shall be required to submit Photocopy of this Insurance Cover to BVFCL immediately after the issue of L.O.I. / W.O. but before commencement of the work.** Payment against the work done will not be released to the Contractor until and unless photocopy of the Insurance Cover is submitted to BVFCL.
28. 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.
29. The Contractor shall indemnify and keep BVFCL indemnified against all losses and claims for injuries or damages occurred to any person or property of BVFCL which may arise out of the consequences of executing the work either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
30. The 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.
31. The Contractor shall ensure that all the formalities that need to be completed under the existing laws of India for and/or in connection with engagement/employment of labourers are fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
32. The Contractor engaging 10 (ten) or more workmen shall have to obtain a Labour License under the provisions of Contract Labour (R&A) Act, 1970 from the Labour Department, Govt. of Assam and photocopy of the same shall have to be submitted along with tender documents in Envelop No.-II or before commencement of the work.
33. **Alterations, Omissions, Additions Or Substitutions of Work:**
- 33.1 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 that 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 specified above as a part of the work, shall be carried out by the Contractor on the same conditions in all respects at which he has agreed to do the main work.
- 33.2 If the rates for additional, altered or substituted work are specified in the contract for the work, the Contractor shall be bound to carry out the additional, altered or substituted work at the same rates as per specifications in the rate contract for that work.
- 33.3 In the event that the extra or substituted items of work do not fall in the above category the cost will be calculated on the basis of actual labour and consumable materials utilized for extra items. The quoted rates will be inclusive of Overheads and Profit. **The Engineer-In-Charge will assess the quantum of Labour and consumable materials used and his decision in this respect will be final and**



**binding upon the Contractor. The Contractor will be required to obtain BVFCL's prior approval for rates payable to him for such extra items.**

- 33.4 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 as per Clause No. 12 of General Terms & Conditions.**
34. **Preservation of Free Issue Material:** All materials issued to the Contractor by the Owner shall be preserved against deterioration 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 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.
35. **Handling during Execution:** The parts supplied for installation / scaffolding material for execution of job shall be handled with utmost care. Any damage or loss caused to items during shifting / execution of this contract will be made good by the Contractor at his own cost and risk.
36. **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.

37. **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.
38. **Conciliation & Arbitration:**
- 38.1 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'.

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

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

39. 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).
40. **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.**
41. **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.100.00 within 10 (Ten) 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.

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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:

<b>Sl. No.</b>	<b>Full particulars of similar work carried out by Tenderer</b>	<b>Value of Contract</b>	<b>Contract ed Completi on time</b>	<b>Actual completio n time</b>	<b>Year of completio n</b>	<b>Name &amp; Postal Address of Client</b>

NOTE:-

- 1. Similar work means Execution of major overhauling job of Steam Turbine of 5000-10000 RPM range on turnkey basis in Government / Semi Government / other reputed organizations.**
- 2. Documentary evidence of all the above stated work/jobs to be furnished by the tenderer.**

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.

<b>Sl. No.</b>	<b>Name of work</b>	<b>Name &amp; address of Client with the name of person under whom the work is being executed</b>	<b>Contract Value</b>	<b>Brief description of work</b>	<b>Contracte d date of completi on with the date of start of work</b>	<b>% age complet ed as on date</b>	<b>Expected date of completi on of balance work with approx. value of such balance work</b>

Certified that the above information is correct.

((SIGNATURE OF TENDERER WITH SEAL)

Name : -----

Dated : -----

Place : -----

**PROFORMA NO. - 4**

Certified that the above information is correct.

Place : -----

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

**Job Name:** Execution of major overhauling job of Benfield solution pump drive Turbine on turnkey basis in Amm-III plant at BVFCL, Namrup.

<b><u>SI No</u></b>	<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Rate (₹)</u></b>	<b><u>Amount (₹)</u></b>
1.	Execution of major overhauling job of Benfield solution pump drive Turbine- Including mobilization of manpower.	1 (one) lot	LS	
Service Tax @ 14.5%				
Total amount				

In words (Rupees.....) only.

Remarks, if any

1) .....

2) .....

Signature of the tenderer: \_\_\_\_\_ Date \_\_\_\_\_

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

Address:


SEAL:

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.....

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

Ref. No.: .....

Date: .....

To

The Addl. Chief Engineer (Mechanical), Amm-III & CPP  
BVFCL, Namrup

**Sub.: Execution of major overhauling job of Benfield solution pump drive Turbine on turnkey basis in Amm-III plant at BVFCL, Namrup.**

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

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

(Signature of Contractor/ Tenderer with SEAL)

Address : -----  
-----  
-----

Place : .....

Date : .....