

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
(A Govt. of India Undertaking)
P. O. : Parbatpur (786 623), Dist. Dibrugarh, Assam
CIN- "U24123AS2002GOI006786"
ELECTRICAL DEPARTMENT

NOTICE INVITING TENDER

NIT No. : U-II/Elect./NIT-01/2021/1097

Date: 27 -07-2021

Sealed quotations are hereby invited from experienced contractors for executing the following job.

Sl. No.	Name of the work	Earnest Money (Rs.)	Completion Time	Tender Paper Cost (Rs.)
1.	"Maintenance assistance for Re-insulation/Varnishing of 11 kV, 2500 kW rating CA1A and CA1B CO2 Charge Compressor Motors windings of Urea-II plant due to high Partial Discharge." Estimated cost – Rs.1,00,713.00 (Including 18% GST)	2,518.00	90 days from the date of issuance of Work Order.	50.00

01. Contractors must be experienced in similar jobs and fulfilling the documentary evidence as below:
- (i) Party should get registered fulfilling the conditions like GST etc. as applicable in the State of Assam (party has to submit original for verification as and when required).
 - (ii) Party shall submit photo copy of PAN (party has to submit original for verification as and when required).
 - (iii) Valid Labour License.
 - (iv) Valid Electrical License.
 - (v) P.F. Registration Number (PF No.) from Provident Fund Authorities.
 - (vi) Every bidder will submit a declaration in the form of affidavit / declaration that he/she is not proprietor of any other Firm /company participating in this tender.
02. EMD and Tender Paper cost: EMD & Tender paper cost (non-refundable) shall be paid in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFC Ltd. payable at Namrup. Draft charges shall be borne by the party. OR Tender paper cost and earnest money may also be deposited in BVFCL Bank Account in SBI through Challan that can be downloaded through BVFCL website. Cheques would not be accepted in any case. TENDER SUBMITTED WITHOUT EARNEST MONEY DEPOSIT AND TENDER PAPER COST WILL BE SUMMARILY REJECTED WITHOUT FURTHER REFERENCE. Tender papers {NIT ,schedule of quantities, Special Terms and Conditions (Annexure II& Annexure III), GDCC and format for EMD and Tender fees} are to be down loaded from the web- site www.bvfcl.com and www.eprocure.gov.in or may be purchased from electrical office.
03. Type of bids: The bids shall be opened in Single Stage system. The Challan receipt against Tender paper cost, EMD shall be put in one sealed envelope subscribed. The tender documents duly signed in each page along with the price bid shall be put in one sealed envelope subscribed and both envelopes will be put in a third envelope properly subscribed. The rates should be quoted on Rate/lump sum basis for the complete Scope of Work as per Proforma for 'Price Bid'. The rates should be quoted only in the units given in the enquiry.

P.T.O

04. Exemption from EMD and Tender Paper Cost :

MSME bidders must submit valid registration certificate from any of the following (or any other body specified by Ministry of MSME) for seeking exemption from submission of EMD and Tender paper cost:

- i) National Small Scale Industries Corporation (NSIC)
- ii) District Industries Centers (DIC)
- iii) Coir Board
- iv) Khadi & Village Industries Commission (KVIC)
- v) Khadi & Village Industries Board (KVIB)
- vi) Directorate of Handicrafts & Handloom.

05. Bid Security/Earnest Money Deposit:

As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprise (MSEs) and the firms registered with concerned Ministries/Department are exempted from submission of Bid Security. Further in lieu of Bid Security, Ministries/ Departments may ask bidders to sign 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for procurement of Works 2019 and Manuals for Procurement of Consultancy & other Services 2017.

06. The tenders will be opened on the below scheduled date and time in presence of the Tenderers or their authorized representatives who may like to be present. BVFCL will not be responsible nor consider late submitted Tenders. In case of Bandh or Holiday, next working day shall be considered for opening of tender and such will be informed to the expressing interest in taking part.

1. Submission of Tender Paper: Tender paper shall be put in to locked tender paper box in the Office of the Electrical deptt., BVFCL Namrup.

- | | | |
|---|---|--------------------------|
| 2. Closing Date of Sale of Tender paper | : | 10.08.2021 at 12.00 Noon |
| 3. Last date of submission of tender papers | : | 10.08.2021 at 3.00 P.M. |
| 4. Opening date of tender papers | : | 10.08.2021 at 3.30 P.M. |

07. BVFCL shall not be responsible for postal delay / loss of tender paper / application / late submitted tenders.

08. BVFCL reserves the right to accept or reject any or all tenders communicating same to the party (es) without assigning any reason thereof.

09. The Tenderers shall visit the Site and consult our Site Engineer and then submit the quotations after detailed assessment of the above mentioned work.

10. The contractor shall abide by all the statutory obligations under various statutory acts and rules made there. 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, any other laws applicable to contractors and/or their establishment and the workmen nagged by them.

11. BVFCL is committed to a corruption free work environment. All the works/ purchases / services contracts and commitments of BVFCL will be honored without the citizen having to pay any bribe. Incase of any person demand any bribe, it is the duty of the responsible citizen to inform the matter to Vigilance Officer, BVFCL, namrup PO Parbatpur, Dist Dibrugarh, Assam, Pin 786623.

Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.

(B P Basumatary)
PE (E), U-II & A-II

(Annexure-I)
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP
ELECTRICAL DEPARTMENT
SCHEDULE OF QUANTITIES
PRICE BID

NIT Ref: U- II /Elect./NIT-01/2021/1097

Date: 27 . 07.2021

Name of the work: "Maintenance assistance for Re-insulation/Varnishing of 11 kV, 2500 kW rating CA1A and CA1B CO2 Charge Compressor Motors windings of Urea-II plant due to high Partial Discharge."

Sl. No.	Description of Job	Qty	Rate (Rs.)/Motor	Total Amount (Rs.)
01	Maintenance Assistance for Re-insulation/Varnishing of CA1A and CA1B CO2 Charge compressor Motor windings of Urea-II plant.			
	i) Semi Skilled Labour	60 Mandays		
	ii) Unskilled Labour.	120 Mandays		

Total cost = Rs.

GST @18% = Rs.

Total Amount = Rs.

(Rupees

) only including GST.

NB: - The contractor must take all safety measures and arrange their own tools & tackles, Heater Elements, Light Fittings, Air Compressor, power cables, MRE paper, markin cloth, hand pump, ladder, scaffolding, temporary Platform etc. required to execute the entire jobs safely.

(B P Basumatary)
P.E (E), U-II& A-II

(Annexure-II)
ELECTRICAL DEPARTMENT.
TENDER FORM

Sl. No. : _____

Date of Issue: _____

Tender No. _____

dated: _____

Last date of submission: _____

at _____

P.M.

Name of Work : _____

Issued to (name and address of the party):

No. of Tender document issued: _____

Signature of issuing Officer

TO BE FILLED IN BY THE TENDERER

I/ We hereby tender for the execution for BVFCL, Namrup of the work schedule in under written memorandum within the time specified in such memorandum and at the rates specified therein and in all respect in accordance with instruction referred to in the NIT.

MEMORANDUM

1. General description of the work :
2. Earnest Money Rs. : _____
3. Time allotted for the work : _____ Days
4. The sum of Rs. _____ has been deposited vide _____ dated _____ with the finance manager in favour of BVFC Ltd. As earnest money, the full value of which to be absolutely forfeited to the BVFC Ltd. Or their successors or assignees are without prejudice to any other rights or remedies of the said corporation or their successors or assignees should I/We fail to commence the work specified in the above memorandum.

Enclosures:

1. Earnest money deposit receipt/Bank draft/deposit at call receipt as applicable.
2. Detailed schedule of work duly filled in and signed (Annexure –I)
3. Special terms and conditioned duly read and signed (Annexure- III)
4. Photocopy of the PAN card .
5. Valid Electrical Licence.
6. Valid Labour Licence.
7. P.F. Registration Number (PF No.) from Provident Fund Authorities.
8. Photo copy fulfilling the conditions like GST etc. as applicable in the State of Assam.
9. Declaration in the form of affidavit / declaration that he /she is not proprietor of any other Firm /company participating in this tender.

Dated: _____

Signature of the Contractor

Address: _____

Witness: 1. _____

2. _____

Signature 1. _____

2. _____

Address of

Witness.

(Annexure – III)
BVFC LTD, NAMRUP
TERMS & CONDITIONS
OF
NOTICE INVITING TENDER

1.00 CLAUSE-I : INSTRUCTION FOR TENDERERS

- 1.01 The tenderer(s) should carefully read and understand all the tender documents before completing the required formalities and quoting the rates etc.
- 1.02 The tender documents completed in all respects and duly signed by the contractor should be sealed in a cover super scribing the tender No. name of the work and date of opening and address to the concerned officer along with the name and address of contractor.
- 1.03 The above cover containing all tender documents should be submitted in the respective office to reach the concerned office well in specific time.
- 1.04 The rates of items should be indicated in words as in figures and any cutting should be duly signed otherwise tender will be rejected. Overwriting in tender form will lead to its rejection.

2.00 CLAUSE-II: TERMS & CONDITIONS

- 2.01 The contractors have to abide by all the terms and conditions mentioned here in respect of carrying out the job, payments, settlement of disputes etc. The tender should be carefully read and the clauses to be understood before filing up the tender documents.
- 2.02 The contractor should visit the site and acquaint himself with the site conditions etc. before submitting the tender.
- 2.03 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.

3.00 CLAUSE-III: BVFCL's Scope:- :

- a) BVFCL Guest house accommodation for the Contractor's working staff to the extent possible may be made available on chargeable basis during execution of site work .
- b) Temporary gate pass facilities for Contractor's engineer will be extended on application in standard format as prescribed.
- c) Safety work Permit for carrying out the job shall be made available.
- d) Medical facilities to the extent possible shall be extended on chargeable basis at the rate as applicable to outside party.

4.00 CLAUSE-IV: GENERAL TERMS & CONDITIONS:

1. Interested Tenderers after studying the tender documents carefully, may obtain necessary clarifications, if any in writing before tendering, Submitting of tender implies that the Tenderer has obtained all the clarifications required No claim on ground for want of knowledge in any respect will be entertained. No claim for extra charge consequent on any misunderstanding or otherwise will be allowed.
2. **Bidder to acquaint himself fully:** The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope of work, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor will any claim whatsoever be entertained on the plea of ignorance or overlooking.
3. The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.
4. The company reserves the right to accept the lowest or any other tender in part or in full or award parallel contracts or reject all or any of the tenders without assigning any reasons.
5. **The following tenders will be liable to summary rejection:**
 - 5.1 Tenders submitted by Tenderer who resort to canvassing.
 - 5.2 Tenders, which do not fulfill any of the conditions, laid down in the Tender Documents or are incomplete, in any respect.

5.3 Tenders not accompanying the required details / Tender Cost / Earnest Money etc.

5.4 Tenders received late / delayed.

5.5 Tenders, who contain uncalled for remarks or any alternative additional conditions.

6. If the tenderer has relations whether by blood or otherwise with any of the employees of the BVFCL, the tenderer must disclose the relation in the Form of Declaration attached, at the time of submission of tender failing which BVFCL shall reserve the right to reject the tender or rescind the Contract.

7. **Quantum of Job:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the renovation job. The rates shall remain firm for the increased or decreased quantities. **However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.**

8. **Escalation in Rates:** The rates quoted will be firm till the currency of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.

9. **Validity of Contract:** The contract shall remain valid for a period of 120 days reckoned from the date of its award.

10. **Earnest Money Deposit:** Tenderer to submit Earnest Money Deposit of **Rs. 2,518.00 (Rupees Two Thousand Five Hundred Eighteen)** only and Tender Paper Cost of **Rs. 50.00 (Rupees Fifty)** only in the form of Demand Draft from SBI/UCO bank drawn in favour of BVFCL payable at Namrup / by challan (format is available at our corporation's website) and receipt copy has to be deposited with the bid in a separate envelope. Cheques would not be accepted in any case. The Earnest Money and TPC shall not be accepted in any form other than specified above. **Tenders received without EMD and TPC are likely to be rejected.**

11. **Terms of Payment:**

100 % payment shall be made after successful completion of the work. Since the nature of the job is not involving of any skilled work, workmanship guarantee is not required to be executed by the contractor. In view of the same, security deposit is also not applicable. Bill will be released within 30 days after submission of Final Bill Bills duly certified by the executing department. Any clarification from you on the bill submitted by you should be sought within 15 days; similarly you should be required to submit the clarification within that time.

Any taxes if applicable shall be deducted from bill as per prevailing rates by the Finance department.

12. **Liquidated damage for delay in Mobilization and Completion of the job:**

Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 90 (Ninety) days including Sundays and Holidays from the date of issuance of the work order. Any delay in mobilization for executing the work by you or unprofessional attitude of yours causing delay in completion of the work, unless extension of completion time is granted by us an application of the Tenderer, we may at our option recover liquidated damage from the party at a sum equal to 0.5% per week or part there of the work order value subject to a maximum of 5% of work order value.

13. **Tax Deduction at Source:** Statutory deduction on account of Income Tax / Works Tax & other Taxes on Works

Contracts shall be made from the bill of the Tenderer at the prevailing rates, as per Income Tax Laws /

Commercial Tax Laws of Assam at the time of release of payment to the Tenderer.

14. **AGREEMENTS:**

On acceptance of Work Order, the contractor shall enter into an agreement with BVFCL, Namrup, on Non- Judicial Stamp paper of Rs. 20.00 or as per present value of stamp paper, as per standard format of M/s BVFCL. The stamp duty shall be borne by the contractor.

15. Contractor shall, at all times, keep BVFCL indemnified against all claims, damages or compensation under the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Equal Remuneration Act 1976, Workman's Compensation Act 1923, Employees' Liability Act 1938, Employment of Child Labour Act 1938, Abolition of Bonded Labour Act and Contract Labour (Regulation & Abolition) Act 1970 or any other Act(s) regulating the employment of labour by the Contractor.

16. **Force Majeure:** The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood,

Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

- 17 Any defect noticed during various stage of inspection, while the work will be under progressed as per scope, shall be rectified / made good by the contractor to the satisfaction of BVFCL before proceeding further. Irrespective of the inspection, repair and approval at intermediate stage of work, the Contractor shall be responsible for making good any defect found during final inspection and guarantee period.
- 18 **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.
- 19 If the Contractor fails to fulfill his obligations under the contract, BVFCL shall have the right to get the work done by the agency other than the Contractor, at the Risk and Cost of the Contractor, till the expiry of the period of the contract.
20. Default or failure by Contract of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Consultant.
- 20.1. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
 - 20.2. If the Contractor abandons the work,
 - 20.3. Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract, OR
 - 20.4. Persistently fails to adhere to the agreed program of work, OR
 - 20.5. Sublets the work in whole or in part thereof without BVFCL's consent in writing
 - 20.6. Performance is not satisfactory or work is abnormally delayed.
 - 20.7. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the BVFCL within fifteen days after written notice of such default is provided to the Contractor. BVFCL may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the BVFCL. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by the BVFCL as a result of such termination, excepting the fees and costs for the meaningful services rendered by the CONSULTANT and acceptable to BVFCL, up to the date of termination.
21. **Termination of Contract:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of BVFCL under the Contract or otherwise including right of BVFCL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Consultant in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:
- 22 **Rights of BVFCL:** A unilateral stoppage of work by the Contractor shall be considered a breach of the CONTRACT and BVFCL reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the contractor. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available. In the event the Contractor fails to fulfill his obligations under the CONTRACT, the BVFCL shall have the right to get the work done by any other agency /own resources at the risk and cost of the Contractor.
- 23 **Continued Performance:** The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.

- 24 Engineer In-Charge:** The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.
- 25 Contractor to Remove Unsuitable Employees:** The Contractor shall, on instruction of the Engineer In-Charge, immediately remove from the work any person employed thereon who misbehaves or causes any nuisance or otherwise in the opinion of the Engineer In-Charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-Charge.
- 26 It is understood by the contract that in the event of any losses/damages caused to the BVFCL due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.
- 27 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.
- 28 Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or Thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
- 39 The Contractor shall ensure that the Payment of Wages to Labourer has been made in accordance with minimum Wages Act. If at any time, it is noticed or it comes to the knowledge the payment to the Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, BVFCL shall reserve the right to take remedial action to regulate the payment.
- 30 The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under & amended from time to time.
- 31 In case of non-compliance with any of the conditions / provisions contained in E.P.F. Act 1952 as amended from time to time, BVFCL reserves the right to provisionally retain 24% of the Contractor's payment towards employees' and employer's contributions, which may be released only on verification of Challan by Engineer In-Charge for deposit of PF Contribution.
- 32 The Contractor shall abide by all the Acts / Labour Laws related to PF, Wages, Holidays, Leaves, and Overtime etc. The Contractor is required to comply with all statutory provisions, from time to time, during the tenure of the contract.
- 33 Workmen Compensation / Insurance:**
- 33.1 The contractor shall at all times indemnify the owner against any claim which may be made under the ESI Act 1948 or any statutory modifications thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
- 33.2 In every case in which by virtue of provision of ESI Act 1948 or any other Law for the time being enforce, BVFCL is obliged to pay compensation to a Workmen employed by the Contractor for the execution of the work, BVFCL will recover the amount of the compensation so paid from the Contractor's bill.

- 33.3 The contractor will be solely responsible for any liability for his workers in respect of any accident, injury etc. arising out of and in the course of Contractor's employment. For this purpose he shall obtain ESI Registration Number from Appropriate Authorities and deposit both Employer's as well as employees share of ESI contribution each month with ESI Authorities and also make necessary compliance of the provisions of the Act. The Contractor shall be responsible for recovery of employees share of ESI contribution from the concerned Contract Labour and BVFCL will not bear any liability whatsoever on this account. Further, he will also indemnify BVFCL against any damages/interest that may be imposed by ESI Authorities on account of non-payment/delayed payments towards ESI.
- 33.4 The Contractor shall ensure that contribution on account of ESI is deposited by due date of month and he will be required to furnish photocopy of ESI challan every month by 21st of the month following the month to which it relates. For this purpose, every month the contractor shall submit to BVFCL a copy of wages sheet as a proof of wages paid to the staff, treasury challan regarding depositing of ESI amount etc. for perusal of officer in charge and will also submit quarterly/periodically statements of ESI etc. as required under various labour laws in respect of staff engaged in execution of jobs. He will also submit half yearly return of ESI.
- 34 The BVFCL will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contractor and his workers. All liabilities arising out of any provision of Labour Acts/ Enactments hereto in force shall be the responsibility of the Contractor. BVFCL under the Contract will recover any other expenditure, incurred by BVFCL to face the situation arising out of the negligence of the Contractor from his dues payable.
- 35 The Contractor shall indemnify and keep indemnified the BVFCL against all losses and claims for injuries or damages to any person or property of BVFCL whatsoever which may arise out of the consequence of the execution of works either negligently or otherwise and against all claims, demands, proceeding damages, cost, charges and expenses thereto whatsoever in respect of or in relation thereto.
- 36 The Contractor shall ensure that all the formalities, required to be completed under the existing laws of India for and/or in connection with engaging/employment of labourers, have been fulfilled. BVFCL shall be under no obligation to accept / admit any claim on this behalf.
- 37 **Alterations, Omissions, Additions Or Substitutions of Work:**
BVFCL shall have power to make any alteration in, omission from, addition to, or substitutions for original specifications and instructions which may be considered necessary, during the progress of work and the Contractor shall carry out the work in accordance with any instruction which may be given to him in writing duly signed by the Engineer In-Charge. Such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work, which the Contractor may be directed to do in the manner above specified as a part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work.
- 38 **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.
- 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 BVFCL is committed to a corruption free environment, “All the works contract, services and commitments of BVFCL will be honoured without the citizen having to pay any bribe”. In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to Vigilance Office, BVFCL Namrup, Assam (Tel. No. 0374 2507092 / 0374 2507167)
- * Provisions of Rule 160(ii) of the General Financial Rules, 2005 will be complied.**

(B P Basumatary)
P.E (E), U-II&A-II

BID SECURITY DECLARATION

To,
Addl.CE (Electrical)
BVFCL, Namrup

Sub : **“Maintenance assistance for Re-insulation/Varnishing of 11 kV, 2500 kW rating CA1A and CA1B CO2 Charge Compressor Motors windings of Urea-II plant due to high Partial Discharge.”**

Dear Sir,

I/We have read the Central Govt. Noticification no. F.9/4/2020-PPD dtd. 12th Nov. 2020 under Ministry of Finance and accept that if I/We withdraw or modify our bid during period of bid validity, I/We will be suspended for the time specified in the tender document.

Thanking you.

Yours faithfully.

For M/s :

(Signature of Contractor/ Bidder with SEAL)

Address :

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